REQUEST FOR PROPOSALS (RFP)

VITAL RECORDS IMAGING AND SYSTEM UPGRADE PROJECT

RFP#
00-665-19-75823

November 21, 2019

December 30, 2019
I. INTRODUCTION
   A. PURPOSE OF THIS REQUEST FOR PROPOSALS 6
   B. BACKGROUND INFORMATION 6
   C. SCOPE OF PROCUREMENT 7
   D. PROCUREMENT MANAGER 7
   E. DEFINITION OF TERMINOLOGY 8
   F. PROCUREMENT LIBRARY 11

II. CONDITIONS GOVERNING THE PROCUREMENT 11
   A. SEQUENCE OF EVENTS 11
   B. EXPLANATION OF EVENTS 11
      1. Issuance of RFP 11
      2. Acknowledgement of Receipt 12
      3. Pre-Proposal Conference 12
      4. Deadline to Submit Written Questions 12
      5. Response to Written Questions 12
      6. Submission of Proposal 13
      7. Proposal Evaluation 13
      8. Selection of Finalists 13
      9. Oral Presentations 13
     10. Finalize Contractual Agreements 13
     11. Contract Awards 14
     12. Protest Deadline 14
   C. GENERAL REQUIREMENTS 14
      1. Acceptance of Conditions Governing the Procurement 14
      2. Incurring Cost 15
      3. Prime Contractor Responsibility 15
      4. Subcontractors/Consent 15
      5. Amended Proposals 15
      6. Offeror’s Rights to Withdraw Proposal 15
      7. Proposal Offer Firm 15
      8. Disclosure of Proposal Contents 15
      9. No Obligation 16
     10. Termination 16
     11. Sufficient Appropriation 16
     12. Legal Review 16
     13. Governing Law 16
14. Basis for Proposal 17
15. Contract Terms and Conditions 17
16. Offeror’s Terms and Conditions 17
17. Contract Deviations 17
18. Offeror Qualifications 18
19. Right to Waive Minor Irregularities 18
20. Change in Contractor Representatives 18
21. Notice of Penalties 18
22. Agency Rights 18
23. Right to Publish 18
24. Ownership of Proposals 18
25. Confidentiality 18
26. Electronic mail address required 19
27. Use of Electronic Versions of this RFP 19
28. New Mexico Employees Health Coverage 19
29. Campaign Contribution Disclosure Form 19
30. Letter of Transmittal 20
31. Pay Equity Reporting Requirements 20
32. Disclosure Regarding Responsibility 21
33. New Mexico Preferences 22

III. RESPONSE FORMAT AND ORGANIZATION 23
A. NUMBER OF RESPONSES 23
B. NUMBER OF COPIES 23
C. PROPOSAL FORMAT 24
1. Proposal Content and Organization 24

IV. SPECIFICATIONS 25
A. DETAILED SCOPE OF WORK 25
B. TECHNICAL SPECIFICATIONS 26
1. Organizational Experience 26
2. Organizational References 26
3. Oral Presentation 27
4. Mandatory Specifications 27
a. BUSINESS SPECIFICATIONS 28
1. Financial Stability 28
2. Performance Surety Bond 28
3. Letter of Transmittal Form 28
Appendix K
  Bureau of Vital Records and Health Statistics Org Chart

Appendix L
  Bureau of Vital Records and Health Statistics
  Order Processing Unit Flow Chart

Appendix M
  NM - DAVE Imaging Interface Web Service Requirements and Notes

Appendix N
  Entity Relationship Diagram

Appendix O
  C Extracts

Appendix P
  1. Document Management Module
     A. TECHNICAL SPECIFICATIONS
        1. Organization Experience
        2. Organization References
        3. Key Personnel Expertise
        4. Mandatory Specification & Deliverables
           A. High-Level Deliverables
        5. Desirable Specification
           A. Highly Desirable Specification
        6. Oral Presentation

Error! Bookmark not defined.
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contracts through competitive negotiations for the design, production, and implementation of a Content Services Platform and improvements to the existing New DOH BVRHS web application. The solutions proposed by the selected Offeror will normalize and expand the application’s underlying data structures, modernize and improve the service through which vital records data is published, improve the usability of the system, expand upon the existing user interface, and modernize or replace the existing document management system.

This RFP will result in one or more professional services contracts.

B. BACKGROUND INFORMATION

ABOUT DOH
The New Mexico Department of Health Epidemiology and Response Division.
DOH’s Bureau of Vital Records and Health Statistics (VR), which is located at 1105 S St Francis Dr, Santa Fe, NM 87505 established in 1919 to Register birth and death events for the State of New Mexico.

VR is responsible for maintaining and operating a system of vital statistics throughout the State of New Mexico and required to collect and maintain various vital events (e.g., birth registration, death registration, and related supporting documentation) and make them available to those demonstrating tangible legal interest (e.g., registrant, immediate family members, various local, state and federal agencies). VR provides the following services:
- Issue certified copies of filed Birth Certificates and Death Certificates.
- File Delayed Registration of Birth or Death.
- Amendment or Correction of vital records.
- Establish new birth certificates following Adoption, legitimation and paternity determination.
- Establish birth certificate for judicial order of Adoption of Foreign Birth
- Issue Burial Transit Permits and Disinterment Permits
- Maintain a Putative Father Registry.
- Collect Fees for vital records copies and searches.
- Analyze and tabulate vital statistics.
- Prepare data files for public health surveillance, health researchers, and state and federal agencies.
- Publish Health Statistics related to birth and death data.

More information on VR services can be found here: https://nmhealth.org/about/erd/bvrhs/vrp/

About NM DAVE

The New Mexico DAVE is the core business application for Vital Records. It is a product from VitalChek which is owned by LexisNexis. The system fulfills BVRHS’s federal and state mandated responsibility to issue Vital Records documents like birth and death certificates. DAVE also facilitates BVRHS’s management of all records of amendments and makes those records available for epidemiology research, education, and planning state response.
The DAVE data is managed within a Microsoft SQL Server database. Both DOH staff and external users interact with the database through a custom forms-over-data user interface. DAVE also provides users access to a substantial digital records library managed through file directories on Microsoft Windows Server. The current iteration of the DAVE application was implemented in 2008.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes all aspects of the software development process and maintenance of the system described above. Further information is available in Section IV, Paragraph A, Detailed Scope of Work.

The State seeks a document management and imaging back file conversion service provider that will implement a content services platform (CSP) and execute an on-site image back file conversion (scanning) of 8-8.2 million paper documents and certificates for all birth and death records at VR, including all supporting documents (e.g., court orders, supplements, affidavits, etc.). The CSP will utilize optical character reader (OCR) technology to convert the scanned images into computer readable documents. A proof of concept scanning 1% of the documents will be run before completing the remaining 99%. These documents will be indexed and the data will then be pushed to Database Application for Vital Events (DAVE) which is the New Mexico Department of Health (NMDOH) issuance platform developed by VitalChek via a generic file import utility. The selected vendor will need to have an API or mechanism to receive and send data with DAVE going forward. The selection and implementation of a CSP System will be part of this procurement.

It is expected that the selected Offeror(s) will work with DOH, its content experts, information technology specialists, and designers in a process that incorporates prototyping and iterative development.

D. PROCUREMENT MANAGER

1. DOH has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Name: Raymond Duran, Procurement Manager
   Address: New Mexico Department of Health
             1190 St. Francis Drive, Ste. N3215
             Santa Fe, NM 87505
   Email: Raymond.Duran@state.nm.us

2. All deliveries of responses via express carrier and hand delivery must be addressed as follows:
   Name: Raymond Duran, Procurement Manager
   RFP Name: Vital Records Imaging and System Upgrade Project RFP #00-665-19-75823
   Address: State Purchasing Division
             1100 St. Francis Dr. Room 2016
             Santa Fe, New Mexico 87505

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this
procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the DOH CPO. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the New Mexico Department of Health.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Chief Procurement Officer” means any person or designee authorized by the State Purchasing Agent to enter into or administer procurements and make written determinations with respect thereto.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the proposal contains. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy may be emailed, subject to email attachment file size limitations.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

**F. PROCUREMENT LIBRARY**
A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through an internet connection or by contacting the Procurement Manager and scheduling an appointment.

[Placeholder for Procurement Library URL]

**II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule, description and conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>Agency</td>
<td>12/02/2019</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>Agency</td>
<td>12/12/2019</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>12/16/2019</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>12/18/2019</td>
</tr>
<tr>
<td>6. <strong>Submission of Proposal</strong></td>
<td><strong>Potential Offerors</strong></td>
<td><strong>12/30/2019</strong></td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>01/17/2020</td>
</tr>
<tr>
<td>9. Best and Final Offers</td>
<td>Finalist Offerors</td>
<td>01/21/2020</td>
</tr>
<tr>
<td>10. Oral Presentation(s)</td>
<td>Finalist Offerors</td>
<td>02/10/2020 – 02/14/2020</td>
</tr>
<tr>
<td>11. Finalize Contractual</td>
<td>Agency/Finalist</td>
<td>02/20/2020</td>
</tr>
<tr>
<td>Agreements</td>
<td>Offerors</td>
<td></td>
</tr>
<tr>
<td>12. Contract Awards</td>
<td>Agency/ Finalist</td>
<td>03/3/2020</td>
</tr>
<tr>
<td></td>
<td>Offerors</td>
<td></td>
</tr>
<tr>
<td>13. Protest Deadline</td>
<td>Agency</td>
<td>+15 Days</td>
</tr>
</tbody>
</table>

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. **Issuance of RFP**
This RFP is being issued on behalf of the New Mexico State Department of Health on November 21, 2019.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by December 2, 2019 3:00 pm MST/MDT on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will be held on December 12, 2019 at 10:00 am (MST) on the date indicated in the Sequence of Events at the following location: Joseph M. Montoya Building State Purchasing Bid Room at 1100 St Francis Dr. Santa Fe, NM 87505. The Procuring Agency will also make the pre-proposal conference available as a web conference. A link to the web conference will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until December 16, 2019 3:00 PM Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

An e-mail copy of written responses to written questions will be sent to all potential Offerors on the procurement distribution list as indicated in the sequence of events.
6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager either at the physical or email address listed in Section I, Paragraph D2. (Further information about proposal formats is described in section III, RESPONSE FORMAT AND ORGANIZATION.) Proposals delivered by non-electronic means must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the DEPARTMENT OF HEALTH BUREAU OF VITAL RECORDS AND HEALTH STATISTICS IMAGING AND SYSTEM UPGRADE XX XXX XXXX XXXXXX. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and DOH.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Department of Health or relevant Agency Procurement
office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Department of Health or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the Department of Health, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Roy McDonald  
Chief Procurement Officer  
Harrold Runnels Building  
1190 St. Francis Drive  
Santa Fe, NM 87505  
Mailing Address:  
P.O. Drawer 26110  
Santa Fe, NM 87502

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. **Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. **Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. **Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. **Offeror’s Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for three hundred and thirty (330) days after the due date for receipt of proposals or three hundred (300) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. **Disclosure of Proposal Contents**

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public,
except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:

1. confidential financial information concerning the Offeror’s organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Offeror’s Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.
18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.
The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.
30. Letter of Transmittal

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. All questions must have a response. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
   a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
   b. Explicitly indicate acceptance of Section V of this RFP; and
   c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for
reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or
other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences
To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. New Mexico Business Preference
A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference
A copy of the certification must accompany your proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. Technical Proposals – One (1) ORIGINAL, one (1) HARD COPY, and six (6) electronic copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.

   ➢ Proposals containing confidential information must be submitted as two separate binders:
     • Unredacted version for evaluation purposes
     • Redacted version (information blacked out and not omitted or removed) for the public file
     • all required documents shall be included as separate pages in a single file; no compressed files (e.g. zip) will be accepted. Appendices (e.g. PCI attestation of compliance documentation) may be included as separate PDF files.

2. Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY, and six (6) electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.

   • The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted cd/usb, one (1) redacted cd/usb). The electronic version can NOT be emailed.

The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted cd/usb, one (1) redacted cd/usb). The electronic version can NOT be emailed.

3.

The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.
Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

**C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. **Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

**Technical Proposal** (File 1):

A. Signed Letter of Transmittal
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror’s Additional Terms and Conditions
F. Response to RFP Specifications (except cost information which shall be included in Cost Proposal/File 2 only)
   1. Organizational Experience
   2. Organizational References
   3. Expertise of Key Personnel
   4. Mandatory Specification
   5. Desirable Specification
   6. Highly Desirable Specifications
   7. Oral Presentation
   8. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
   10. Signed Campaign Contribution Form
   11. New Mexico Preferences (If applicable)

G. Signed Employee Health Coverage Form
H. Signed Campaign Contribution Form
I. Pay Equity Reporting (statement)
J. Resident or Resident Veterans Certification (if applicable)

**Cost Proposal** (File 2):

1. Completed Cost Response Form
Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder/File #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Complete narratives will describe past projects of a similar nature which the Offeror has successfully completed.

A. DETAILED SCOPE OF WORK

The exact details of the scope of work for the contract(s) resulting from this RFP will be determined based upon the functional requirements and design recommendations specified in the available planning phase documents as well as the specifications of the selected solution(s). In drafting responses to this RFP, Offerors should describe in as much detail as possible how they would perform each of the following tasks. Complete narratives will reference past projects of a similar nature and how the following tasks have been or would be accomplished. At a minimum, this RFP will include:

- Creation of a risk assessment, implementation plan, and project schedule;
- Creation of system documentation identifying all security measures to protect the system and ensure the integrity and confidentiality of the data;
- Creation of an Application Development Plan, to be approved by the Agency, that thoroughly details all proposed modifications to the existing DAVE application, including the programming languages, libraries, and frameworks to be used for custom programming and the use of any COTS software applications, including all licensing requirements;
- Creation of an Application Testing Plan, to be approved by the Agency;
- Creation of a test instance of the full system that can be remotely accessed by DOH staff to allow ongoing, iterative testing of the application;
- Installation and configuration of the latest available version of the CSP on DOH servers;
- Normalization and expansion of the current application databases and the migration of all existing data, as needed;
- Redesign of the existing file management system and migration of all digital files to the new system, as needed;
- Modification of existing application code and/or the development of new code as necessary to fully implement a solution that meets the mandatory and desirable technical specifications;
- Resolution of all security issues identified through an independent Application Security Review;
• Management of the implementation of the system from initial stages through final installation, including the installation and configuration of the system on DOH servers and the migration of all data, as needed.
• Creation of system documentation capable of providing current and future DOH staff with the knowledge to maintain, update, consume, and expand the DAVE and its data.
• Creation of an Entity Relationship Diagram that thoroughly documents the architecture of the relational database management system, including all tables, relationships, primary and foreign keys, and application views.
• Presentation of no less than one (1) four-hour training session at a DOH-owned facility for up to eight (8) DOH staff members in the administration and maintenance of the DAVE.
• Presentation of no less than one (1) four-hour training session at a DOH-owned facility for up to twenty-four (24) DOH staff members in use of the DAVE.
• Technical and logistical support for a defined period after system installation is finished; and
• A period of warranty during which the vendor will make any necessary changes to correct issues or problems.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must:

a) provide a description of relevant corporate experience with government and the private sector, including all web application projects, relevant database projects, and any applicable Vital Records projects. If applicable, previous experience with vital records applications should be given priority. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of the Offeror’s experience, expertise, and knowledge as a provider of custom software applications development;

b) indicate how many custom software applications that Offeror has developed and published in the last two years and what percentage of Offeror’s business revenue is derived from web application engagements;

c) describe at least two project successes of a custom software application development engagement. Include how each experience improved the Offeror’s services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.
It is the Offeror’s responsibility to ensure the completed forms are received on or before the Submission of Proposal deadline as indicated in the Sequence of Events for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
5. Staff assigned to reference engagement that will be designated for work per this RFP; and
6. Client project manager name, telephone number, fax number and e-mail address.

3. Expertise of Key Personnel
Offeror shall submit resumes for staff outlining the following:
   a) Demonstrated knowledge and experience with a document management and imaging back file conversion service systems;
   b) Previous experience working with the government sectors;
   c) Knowledge and experience with multiple healthcare environment documents: i.e. birth certificates, death certificates,

4. Mandatory Specifications
Offerors must review the mandatory functional specifications below (Appendix G) and, as part of their response, describe in narrative form how they are qualified to address each of the specifications described in the Scope of Procurement and Detailed Scope of Procurement sections above and how they have addressed similar specifications in recent engagements;

5. Desirable Specifications
Offerors must review the specifications below in Appendix G as part of their response, describe in narrative form how they are qualified to address each of the described specifications and how they have addressed in similar engagements.
6. **Highly Desirable Specification**
Offerors must review the higher valued specifications below in **Appendix G** as part of their response, describe in narrative form how they are qualified to address each of the described specifications and how they have addressed in similar engagements.

7. **Oral Presentation**
If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

C. **BUSINESS SPECIFICATIONS**

1. **Financial Stability**
   Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. **Performance Surety Bond**
The Agency does not require the Offeror(s) to submit a secured Performance Surety Bond.

   Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor’s performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror’s proposal.**

3. **Letter of Transmittal Form**
The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. **Campaign Contribution Disclosure Form**
The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

5. **Cost**
Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the actual dollar amount to complete all deliverables listed in IV. “DETAILED SCOPE OF WORK” above. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.
6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<table>
<thead>
<tr>
<th>Factors – correspond to section IV.B and IV.C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Technical Specifications</td>
<td>100 Points</td>
</tr>
<tr>
<td>B.1. Organizational Experience</td>
<td>40 Points</td>
</tr>
<tr>
<td>A.2. Organizational References</td>
<td>20 Points</td>
</tr>
<tr>
<td>B.3. Expertise of Key Personnel</td>
<td>40 Points</td>
</tr>
<tr>
<td>Specifications</td>
<td>600 Points</td>
</tr>
<tr>
<td>B.4. Mandatory Specification &amp; Deliverables</td>
<td>399 Points</td>
</tr>
<tr>
<td>B.5. Desirable Specification</td>
<td>44 Points</td>
</tr>
<tr>
<td>B.6. Highly Desirable Specification –</td>
<td>10 Points</td>
</tr>
<tr>
<td>B.7. Oral Presentation</td>
<td>147 Points</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2. Performance Surety Bond</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Letter of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Signed Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5. Cost</td>
<td>100 Points</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,000 POINTS</td>
</tr>
<tr>
<td>C.6. New Mexico Preference - Resident Vendor Points per Section IV C.6</td>
<td>+ 5 Points</td>
</tr>
<tr>
<td>C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6</td>
<td>+ 10 Points</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Code</th>
<th># of Requirements</th>
<th>Value Per Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirement</td>
<td>M</td>
<td>133</td>
<td>3.0</td>
</tr>
<tr>
<td>Desirable Requirement</td>
<td>D</td>
<td>44</td>
<td>1.0</td>
</tr>
<tr>
<td>Highly Desirable Requirement</td>
<td>HD</td>
<td>5</td>
<td>2.0</td>
</tr>
</tbody>
</table>
B. EVALUATION FACTORS

1. **B.1 Organizational Experience (See Table 1)**
   Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. **B.2 Organizational References (See Table 1)**
   Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Lack of a response will be awarded zero (0) points.

3. **B.3. Expertise of Key Personnel**
   Points will be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Documented work experience related to similar projects or with similar agencies will receive higher points than experience listed with no or limited background.

4. **B.4. Mandatory Specifications**
   Responses to Mandatory Requirements will be scored on a 0-3 points basis based on robustness of response.

5. **B.5 Desirable Specifications**
   1 Point will be awarded for desirable requirements based on the quality, organization and effectiveness of communication of the proposed solution and how well it meets DOH requirements. Offerors should respond in the form of a thorough narrative to each requirement request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

6. **B.6. Highly Desirable Specifications**
   2 points for highly desirable requirements based on the quality, organization and effectiveness of communication of the proposed solution and how well it meets DOH requirements. Offerors should respond in the form of a thorough narrative to each requirement request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

5. **B.7. Oral Presentation (See Table 1)**
   Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

7. **C.1 Financial Stability (See Table 1)**
   Pass/Fail only. No points assigned.

8. **C.2. Performance Surety Bond**
   Pass/Fail only. No points assigned. A statement of concurrence must be submitted in the Offeror’s proposal.
9. C.3. Letter of Transmittal (See Table 1)
   Pass/Fail only. No points assigned.

10. C.4. Campaign Contribution Disclosure Form (See Table 1)
    Pass/Fail only. No points assigned.

11. C.5. Cost (See Table 1)

   The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

   Lowest Responsive Offer Bid
   ----------------------------------------    X    Available Award Points
   This Offeror’s Bid

12. C.6. New Mexico Preferences

   Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

   A. New Mexico Business Preference
      If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5.

   B. New Mexico Resident Veterans Business Preference
      If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

NEW MEXICO DOH BVRHS IMAGING AND SYSTEM UPGRADE
00-665-1975823

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than December 2, 2019 5:00PM Mountain Standard Time. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _________________________________________________________________

REPRESENTED BY: ______________________________________________________

TITLE: __________________ PHONE NO.: __________________

E-MAIL: _____________________ FAX NO.: ______________________

ADDRESS: ____________________________________________________________

CITY: ______________________ STATE: ________ ZIP CODE: __________

SIGNATURE: ______________________________ DATE: __________________

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposal.

Name: Raymond Duran, Procurement Manager
Address: New Mexico Department of Health
1190 St. Francis Dr., Ste. N3215
Santa Fe, NM, 87501
Email: Raymond.Duran@state.nm.us
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ____________________________________________

Relation to Prospective Contractor: ________________________________

Name of Applicable Public Official: ________________________________

Date Contribution(s) Made: _______________________________________

Amount(s) of Contribution(s) _____________________________________

Nature of Contribution(s) _________________________________________

Purpose of Contribution(s) _________________________________________

(Attach extra pages if necessary)

__________________________________________  __________________________
Signature                                             Date

Title (position)

—OR—
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

__________________________________________  ____________________________
Signature                                                                 Date

__________________________________________
Title (Position)
APPENDIX C

SAMPLE CONTRACT

State of New Mexico

New Mexico Department of Health
Information Technology Agreement
Contract No. 20 505 1000 00001

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, New Mexico Department of Health, hereinafter referred to as the “Procuring Agency” and [Insert Contractor Name], hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, all terms and conditions of the VITAL RECORDS IMAGING AND SYSTEM UPGRADE PROJECT RFP #00-665-19-75823 and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.

B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the...
Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [Insert Name] or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party’s performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

K. "DoIT" shall mean the Department of Information Technology.

L. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.

M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.

N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.

P. "GRT" shall mean New Mexico gross receipts tax.

Q. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

R. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.

S. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

T. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

U. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

V. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is DAVE Upgrade.
W. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Derek Pierce or his/her Designated Representative.

X. “Qualified” means demonstrated experience performing activities and tasks with Projects.

Y. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Z. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

AA. “State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

BB. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

CC. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

DD. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

EE. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

A. **Scope of Work.** The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. **Performance Measures.** The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.

C. **Schedule.** The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.

D. **License.** Not Applicable. The Parties agree there is no License.
E. **Source Code.** The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

F. **The Procuring Agency’s Rights.**
   1. **Rights to Software.** The Procuring Agency will own all right, title, and interest in and to the Procuring Agency’s Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the Procuring Agency, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.
   2. **Proprietary Rights.** The Contractor will reproduce and include the State of New Mexico’s copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
   3. **Rights to Data.** Any and all data stored on the Contractor’s servers or within the Contractor’s custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency’s data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency.

**ARTICLE 3 - COMPENSATION**

A. **Compensation Schedule.** The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.

B. **Payment.** The total compensation under this Agreement shall not exceed [Insert Dollar Amount] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written
certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. **Taxes.**

The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. **Retainage.** The Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. **Performance Bond.**

Not Applicable. The Parties agree there is no Performance Bond.

**ARTICLE 4 – ACCEPTANCE**

A. **Submission.** Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. **Acceptance.** In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the RFP;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB.

This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.
B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. **Notice; Agency Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

D. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

**ARTICLE 7 – TERMINATION MANAGEMENT**

A. **Contractor.** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;

2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;

3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;

4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;

6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency’s programs;

7. In the event that this Agreement is terminated due to the Contractor’s course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency’s receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;

8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;

9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor’s policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and

2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent,
employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership. Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney’s fees that may
be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor’s trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys’ fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency’s use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor’s obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor’s official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for two (2) years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL
A. **Key Personnel.** Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

**ARTICLE 13 – STATUS OF CONTRACTOR**

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

C. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

**ARTICLE 14 - CHANGE MANAGEMENT**

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
   1. Providing the Project documentation;
   2. Allowing the IV&V vendor to sit in on the Project meetings; and
   3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
   1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the Procuring Agency.
   2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

**ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

**ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency’s fault or negligence. Nothing in this Agreement shall limit the Contractor’s liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

**ARTICLE 19 – ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement’s approval authorities.

**ARTICLE 20 – SUBCONTRACTING**

A. **General Provision.** The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.
B. **Responsibility for subcontractors.** The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

**ARTICLE 21 – RELEASE**

The Contractor’s Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**ARTICLE 22 – CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

**ARTICLE 23 – CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

**ARTICLE 24 - RECORDS AND AUDIT**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

**ARTICLE 25 - AMENDMENT**
This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they
meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY
Mark Hayden, Chief Procurement Officer
General Service Department

52
For CONTRACTOR

[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: __________________________________________ Date: __________________
    Kathy Kunkel, Cabinet Secretary
    New Mexico Department of Health

By: __________________________________________ Date: __________________
    [Insert Contractor Name, Title]
    [Company Name]

By: __________________________________________ Date: __________________
    Terry Reusser, Chief Information Officer
    New Mexico Department of Health

Approved for legal sufficiency:

By: __________________________________________ Date: __________________
    Peter Ives, General Counsel
    New Mexico Department of Health

By: __________________________________________ Date: __________________
    Greg Geisler, Chief Financial Officer
    New Mexico Department of Health
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: ____________________________

By: _________________________________________  Date: ________________________
    Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _________________________________________  Date: ________________________
    Vincent Martinez, Cabinet Secretary and State Chief Information Officer
    Department of Information Technology

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: _________________________________________  Date: ________________________
    Department of Finance and Administration,
    Contracts Review Bureau
EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement:
   This agreement will result in the upgrade of existing software and creation of new software functionality within the web-based New Mexico DAVE System.

   Certified Project Name: DAVE Upgrade

II. Performance Measures:
   The Contractor shall substantially perform to the satisfaction of the Department of Health the deliverables set forth below.

III. Activities:
   The scope of work of this agreement includes all aspects of the software development process including planning and project management, design, implementation, testing, deployment, and maintenance of the DAVE software system. Contractor will work with DOH, its content experts, information technology specialists, and designers in a process that incorporates prototyping and iterative development and results in a fully functional software system.

IV. Deliverables:
   The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.

Sample Deliverable Number 1 Project Plan and Documentation

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Plan and Documentation</td>
<td>Date this Deliverable is due</td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creation of Project Plan and Documentation</td>
<td></td>
<td>Creation of a risk assessment, implementation plan, and project schedule;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Creation of an Application Development Plan, to be approved by the Agency, that thoroughly details all proposed modifications to the existing DAVE application, including the programming languages, libraries, and frameworks to be used for custom</td>
</tr>
</tbody>
</table>
programming and the use of any COTS software applications, including all licensing requirements;

Creation of an Application Testing Plan, to be approved by the Agency;

Creation of system documentation identifying all security measures to protect the system and ensure the integrity and confidentiality of the data;

---

**Sample Deliverable Number 2 Test Instance**

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creation of a test instance</td>
<td>Date this Deliverable is due</td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creation of a test instance</td>
<td></td>
<td>Creation of a test instance of the full system that can be remotely accessed by DOH staff to allow ongoing, iterative testing of the application; Installation and configuration of the latest available version of CSP on DOH servers;</td>
</tr>
</tbody>
</table>

---

**Sample Deliverable Number 3 Database Improvements and File Management System**

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database Improvements and File Management System</td>
<td>Date this Deliverable is due</td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database Improvements and File Management System</td>
<td></td>
<td>Normalization and expansion of the current application databases and the migration of all existing data, as needed; Redesign of the existing file management system and migration of all digital files to the new system, as needed;</td>
</tr>
</tbody>
</table>
### Sample Deliverable Number 4 Produce Application

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Produce Application</td>
<td><em>Date this Deliverable is due</em></td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Modification of existing application code and/or the development of new code as necessary to fully implement a solution that meets the mandatory and desirable technical specifications;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Resolution of all security issues identified through an independent Application Security Review;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Management of the implementation of the system from initial stages through final installation, including the installation and configuration of the system on DOH servers and the migration of all data, as needed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Creation of system documentation capable of providing current and future DOH staff with the knowledge to maintain, update, consume, and expand the DAVE and its data.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Creation of an Entity Relationship Diagram that thoroughly documents the architecture of the relational database management system, including all tables, relationships, primary and foreign keys, and application views.</td>
</tr>
</tbody>
</table>

### Sample Deliverable Number 5 Provide Training

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Training</td>
<td><em>Date this Deliverable is due</em></td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Presentation of no less than one (1) four-hour training session at a DOH-owned facility for up to eight (8) DOH staff members in the administration and maintenance of the DAVE.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Presentation of no less than one (1) four-hour training session at a DOH-owned facility for up to twenty-four (24) DOH staff members in use of the DAVE</td>
</tr>
</tbody>
</table>
# Sample Deliverable Number 6: Provide Ongoing Support

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Produce Application</td>
<td>Date this Deliverable is due</td>
<td>$ Amount less retainage</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical and logistical support</td>
<td></td>
<td>Provide technical and logistical support for a period of three (3) months after system installation is finished; and</td>
</tr>
<tr>
<td>Warranty period</td>
<td></td>
<td>Provide a three (3) month period of warranty during which the vendor will make any necessary changes</td>
</tr>
</tbody>
</table>
APPENDIX D

COST RESPONSE FORM

Professional Services

Please add additional items or additional details as necessary.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>Estimated cost for creation of risk assessment, implementation plan, project schedule, system security documentation, Application Development Plan, and Application Testing Plan as indicated in Section IV, Paragraph A, Detailed Scope of Work.</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normalized and</td>
<td>Include estimated costs of redesign and development of backend system(s) as indicated in Section IV, Paragraph B.4, Mandatory Specifications. Do not include licensing costs.</td>
<td></td>
</tr>
<tr>
<td>Expanded Relational Database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgraded User Interface</td>
<td>Include estimated costs to modify/develop an application user interface that meets all specifications detailed in Section IV, Paragraph B.4, Mandatory Specifications. Do not include licensing costs.</td>
<td></td>
</tr>
<tr>
<td>Data Security</td>
<td>Include estimated costs to implement all application security measures necessary to meet all data security requirements detailed in Section IV, Paragraph B.4, Mandatory Specifications.</td>
<td></td>
</tr>
<tr>
<td>Updated Billing Component</td>
<td>Include estimated costs to develop updated billing component(s) as detailed in Section IV, Paragraph B.4, Mandatory Specifications.</td>
<td></td>
</tr>
<tr>
<td>Improved User Onboarding</td>
<td>Include estimated costs for modifications required to implement the user onboarding features detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Improved User Experience</td>
<td>Include estimated costs for modifications required to implement the user experience features detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Improved/Expanded Project Tracking</td>
<td>Include estimated costs for modification/development and implementation of the project tracking features detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Streamlined Data Entry</td>
<td>Include estimated costs for modification/development and implementation of the data entry streamlining features detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Enhanced Reporting Capabilities</td>
<td>Include estimated costs for modification/development and implementation of the enhanced reporting features detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Restrict Access to Sensitive Records</td>
<td>Include estimated costs for development and implementation of measures required to restrict access to records as detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Automated Data Exports</td>
<td>Include estimated costs for development and implementation of the automated data export capabilities detailed in Section IV, Paragraph B.5, Desirable Specifications.</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td>Include all costs associated with the creation of the DAVE system documentation as indicated in Section IV, Paragraph A, Detailed Scope of Work.</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>Include all costs associated with the presentation of the on-site training sessions described in Section IV, Paragraph A, Detailed Scope of Work.</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Software license and fees**

DOH will procure the licensing and maintenance for Microsoft Windows Server, Microsoft SQL Server, CSP Server, and any CSP Desktop licenses. Include an itemized list of licensing and maintenance costs of any other third party licensed software required in the proposed approach. Please add additional items as necessary.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Initial Year Cost</th>
<th>Recurring Costs, Year 2</th>
<th>Recurring Costs, Year 3</th>
<th>Recurring Costs, Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dependent Software Licenses</td>
<td>Total cost (if any) of licenses for all third party licensed software required in the proposed approach.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Maintenance &amp; Support</td>
<td>Include any ongoing required costs of system maintenance and support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

**Miscellaneous**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total
APPENDIX E

LETTER OF TRANSMITTAL FORM
APPENDIX E
Letter of Transmittal Form

RFP#: 00-665-1975823
Offeror Name: ______________________ FED ID# _______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name _____________________________________________________________
Title ______________________________________________________________________
E-Mail Address ______________________________________________________________
Telephone Number _________________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name _______________________________________________________________________
Title ______________________________________________________________________
E-Mail Address ______________________________________________________________
Telephone Number _________________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name ________________________________
Title ______________________________________________________________________
E-Mail Address ______________________________________________________________
Telephone Number _________________________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:

   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

   (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.

____________________________________  _______________________________________, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Raymond Duran, Procurement Manager
Address: Administrative Services Division
1190 St. Francis Drive, Suite N3215
Santa Fe, NM, 87505
Email: Raymond.Duran@state.nm.us

by December 23, 2019 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP # 00-665-19-75823
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Department of Health via e-mail at:

Name: Raymond Duran, Procurement Manager
Address: Administrative Services Division
1190 St. Francis Drive, Suite N3215
Santa Fe, NM, 87505
Email: Raymond.Duran@state.nm.us

no later than December 23, 2019 and MUST NOT be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Specialist listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
<td></td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: ___________________________ Rating: 
Name: ___________________________ Rating: 
Name: ___________________________ Rating: 
Name: ___________________________ Rating: 
Name: ___________________________ Rating: 

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:
APPENDIX G
SYSTEM REQUIREMENTS

REQUIREMENTS

Offerors shall complete the following RFP checklist based on the following format. Indicate whether the requirement is included in the Solution without modification (Y), with modification but available at time of implementation (MY), with modification and not available at time of implementation (MN), or not at all (N) and add additional information in the Offeror Comments column. If modifications are needed to meet requirements, those modifications must be included in the cost.

<table>
<thead>
<tr>
<th>Solution without modification</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>With modification but available at time of implementation</td>
<td>MY</td>
</tr>
<tr>
<td>With modification and not available at time of implementation</td>
<td>MN</td>
</tr>
<tr>
<td>Not at all</td>
<td>N</td>
</tr>
</tbody>
</table>

The team must be able to determine if the proposed solution as documented meets the requirement and if there are any value-added features to the response. Value-added features include details that exceed the requirement. While additional points cannot be given for value-added features, it ensures that all available points for that requirement are awarded. It also allows the team the ability to cite these as examples of why one offeror’s proposal stands out from all the others.

Table G-1: Business Requirements

<table>
<thead>
<tr>
<th>REQ #</th>
<th>Business Requirements</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Offeror shall implement CSP system functionality by placing into production a tested and Operational CSP system Solution that meets the business, general, technical, security, and hosting requirements described in this RFP. Deliverables shall include a production environment, Implementation Plan, user manual, operating procedures, performance monitoring plan, final readiness assessment, and CSP system Implementation.</td>
<td>M</td>
</tr>
<tr>
<td>2</td>
<td>The solution shall have a business rule to center images in display and print and resize for acceptable printing. The print should fit within the security paper border.</td>
<td>M</td>
</tr>
<tr>
<td>3</td>
<td>The solution shall allow for use of Google and other OCR solutions like Amazon’s Textract via API or other similar products. Please specify in your bid what product you will be utilizing.</td>
<td>HD</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>4</td>
<td>The vendor shall have experience in back file conversions, having similar document security requirements (HIPAA) as defined in this RFP.</td>
<td>M</td>
</tr>
<tr>
<td>5</td>
<td>The vendor shall have multiple years of experience imaging and indexing on-site documents for a minimum of three projects.</td>
<td>M</td>
</tr>
<tr>
<td>6</td>
<td>The vendor shall have experience importing converted images and indexes as defined in this RFP into a document management solution.</td>
<td>M</td>
</tr>
<tr>
<td>7</td>
<td>The Contract (Project) Manager must have multiple years of project management experience for back file conversion projects as defined in this RFP.</td>
<td>M</td>
</tr>
<tr>
<td>8</td>
<td>The Quality Assurance Manager must have multiple years of document image and index quality assurance experience for back file conversion projects as defined in this RFP.</td>
<td>M</td>
</tr>
<tr>
<td>9</td>
<td>The Offeror shall demonstrate capability to maintain accuracy at 99.5% (no more than 5,000 errors per 1 million documents).</td>
<td>M</td>
</tr>
<tr>
<td>10</td>
<td>The vendor shall provide an offline Back File Hardware &amp; Software Environment.</td>
<td>M</td>
</tr>
<tr>
<td>11</td>
<td>The vendor shall provide a Books &amp; Document Environment within the BVRHS vault, (space for equipment, electrical for scanners)</td>
<td>M</td>
</tr>
<tr>
<td>12</td>
<td>The vendor shall provide a Document Control Methodology.</td>
<td>M</td>
</tr>
<tr>
<td>13</td>
<td>The Contractor will be responsible for taking the books (Binders) from the shelving units, inventorying the documents within each book to account for the proper amount of pages, creating the slip tag for those certificates that have been taken out of a book, disassembling the book, preparing the documents, batching, scanning, image quality assurance (QA), indexing, index QA, rebinding in original or new books, onto the shelves in the safety vault in the correct order. New books shall be provided (selected by NMBVRHS) to store documents once removed from current books.</td>
<td>M</td>
</tr>
<tr>
<td>14</td>
<td>For documents that are removed from sealed envelopes, the vendor shall reseal documents in envelopes upon scanning with State of NM supplied product.</td>
<td>M</td>
</tr>
<tr>
<td>15</td>
<td>The contractor shall be responsible for conversion of the existing images to file images utilizing a file format (e.g., TIFF 6.0, Group 4 compression, 300 dpi) and media acceptable for ultimate use with the Content Services Platform.</td>
<td>M</td>
</tr>
<tr>
<td>16</td>
<td>The vendor shall avoid color scanning unless it provides value to the document.</td>
<td>M</td>
</tr>
<tr>
<td>17</td>
<td>The contractor shall provide all required media, which will become the property of the State.</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>18</td>
<td>The contractor shall be responsible for the creation of the necessary index data to be delivered with the document images in a structure compatible with the chosen CSP solution.</td>
<td>M</td>
</tr>
<tr>
<td>19</td>
<td>The contractor’s temporary imaging system, document images and index data must be stored in a Microsoft SQL Server database, version 2017 so that they may be readily exported to the Vital Records CSP solution.</td>
<td>M</td>
</tr>
<tr>
<td>20</td>
<td>Image approx. 9M Vital Records of various sizes and characteristics. Please see tables in RFP.</td>
<td>M</td>
</tr>
<tr>
<td>21</td>
<td>The Imaging Vendor shall supply boxes and labels for scanned documents that have received final approval from State of NM and will box documents to facilitate logistics of project and facility move.</td>
<td>M</td>
</tr>
<tr>
<td>22</td>
<td>The vendor shall supply 32 licenses.</td>
<td>M</td>
</tr>
<tr>
<td>23</td>
<td>The vendor shall capture 100% of data missing from E-Vitals/DAVE.</td>
<td>M</td>
</tr>
<tr>
<td>24</td>
<td>Document Data Entry should be completed ideally in Santa Fe but within the State of New Mexico.</td>
<td>M</td>
</tr>
<tr>
<td>25</td>
<td>Offeror shall allow the ability to generate system level Notifications regarding outages, training, etc.</td>
<td>HD</td>
</tr>
<tr>
<td>26</td>
<td>The system shall support NM DOH’s version of Microsoft Outlook.</td>
<td>D</td>
</tr>
<tr>
<td>27</td>
<td>The solution shall provide the ability for users to access an e-mail in the archive directly from their CSP or e-mail client.</td>
<td>D</td>
</tr>
<tr>
<td>28</td>
<td>The solution shall have the option to utilize Opex(<a href="https://www.opex.com">https://www.opex.com</a>) hardware</td>
<td>D</td>
</tr>
<tr>
<td>29</td>
<td>The solution shall provide the ability to search on e-mail index values and / or perform a full-text search on e-mail and attachment content.</td>
<td>D</td>
</tr>
<tr>
<td>30</td>
<td>The solution shall provide ability to automatically link related documents of similar or different file types to each other (e.g., a mainframe-generated text file to a TIFF image).</td>
<td>D</td>
</tr>
<tr>
<td>31</td>
<td>The solution shall provide advanced full-text search capabilities that include fuzzy, inflectional, customizable thesaurus, proximity, wild card, Boolean, and SOUNDEX.</td>
<td>D</td>
</tr>
<tr>
<td>32</td>
<td>The solution shall provide ability to utilize full-text searching alongside index value (e.g., date, keyword, etc.) search. Provide a screen shot depicting this capability from a single interface.</td>
<td>D</td>
</tr>
<tr>
<td>33</td>
<td>The solution shall allow users to search for multiple document types (e.g., text, COLD, image, PDF, Word, Office, DWG, etc.) in one search and provide hit-highlights directly on documents and easy page-to-page navigation between hits.</td>
<td>D</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>34</td>
<td>The solution shall provide capabilities to not only retrieve and archive to the CSP system from the native Office tabbed ribbon toolbar, but also search and retrieve CSP stored content from directly inside the native office application.</td>
<td>D</td>
</tr>
<tr>
<td>35</td>
<td>The solution shall offer an enterprise cloud-based file-sharing product integrated within the system.</td>
<td>D</td>
</tr>
<tr>
<td>36</td>
<td>The web client shall provide a dashboard component to create and manage personalized interfaces that present end users with access to priority content and tasks (e.g., workflow status report, commonly used document searches, etc.).</td>
<td>D</td>
</tr>
<tr>
<td>37</td>
<td>The solution shall offer full support for the Microsoft Internet Explorer, Mozilla Firefox and Google Chrome browsers on the Windows platform, as well as full support for the Safari, Mozilla Firefox and Google Chrome browsers on the Macintosh platform.</td>
<td>D</td>
</tr>
<tr>
<td>38</td>
<td>The system shall have Publication Rollback</td>
<td>D</td>
</tr>
<tr>
<td>39</td>
<td>The system shall have Retention scheduling.</td>
<td>D</td>
</tr>
<tr>
<td>40</td>
<td>The system shall have the ability to import content into your repository from directly within an application such as Microsoft Word or Excel.</td>
<td>D</td>
</tr>
<tr>
<td>41</td>
<td>The solution shall have robust native, individual capture solutions.</td>
<td>D</td>
</tr>
<tr>
<td>42</td>
<td>The system shall have the ability to QA documents once electronically captured.</td>
<td>D</td>
</tr>
<tr>
<td>43</td>
<td>The system shall have the ability to automatically classify documents.</td>
<td>D</td>
</tr>
<tr>
<td>44</td>
<td>The system shall have the ability to extract information and index documents.</td>
<td>D</td>
</tr>
<tr>
<td>45</td>
<td>The system shall have the ability to define and apply business rules to validate extracted data.</td>
<td>D</td>
</tr>
<tr>
<td>46</td>
<td>The system shall have the ability to capture and index documents from remote users through either a web-based connection or disconnected method.</td>
<td>D</td>
</tr>
<tr>
<td>47</td>
<td>The system shall have the ability to perform quality assurance (QA)/verification of captured image documents. For instance, the solution should provide options to QA image quality and/or index accuracy. It should also provide a simple image re-scan process.</td>
<td>D</td>
</tr>
<tr>
<td>48</td>
<td>The solution shall have a capture process that allows for page separation and retrieval. This should include the separation of image and PDF file types.</td>
<td>D</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>49</td>
<td>The solution shall provide one central GUI for administration and deployment of capture products.</td>
<td>D</td>
</tr>
<tr>
<td>50</td>
<td>The system shall have the out-of-the-box configurable options related to your solution's scanning interface.</td>
<td>D</td>
</tr>
<tr>
<td>51</td>
<td>The solution shall have capabilities related to electronic capture.</td>
<td>M</td>
</tr>
<tr>
<td>52</td>
<td>The solution shall have the ability to full-page OCR.</td>
<td>M</td>
</tr>
<tr>
<td>53</td>
<td>The solution shall provide the ability to integrate with other devices (e.g., fax, MFP, etc.) as a means of ingesting documents into the system.</td>
<td>D</td>
</tr>
<tr>
<td>54</td>
<td>The solution shall have the ability to control and track the modification of documents through multiple revisions, allowing users to view prior revisions and track document history. The solution should clearly display the number of revisions associated with a specific document. The solution should allow for the addition of comments per revision.</td>
<td>D</td>
</tr>
<tr>
<td>55</td>
<td>The solution shall provide the ability to stamp a specific revision of a document as a version, limiting which versions of a document a certain user can see.</td>
<td>D</td>
</tr>
<tr>
<td>56</td>
<td>The solution shall have the ability to automatically search for sensitive data and intelligently generate redacted zones.</td>
<td>D</td>
</tr>
<tr>
<td>57</td>
<td>The system shall have the ability to natively provide data and text extraction capabilities for scanned image documents, including Optical Character Recognition, Intelligent Character Recognition, Optical Mark Recognition, bar codes, and signature detection, in order to provide hands-off processing of scanned documents directly into the system without involving third-party software applications.</td>
<td>D</td>
</tr>
<tr>
<td>58</td>
<td>The system shall offer well documented, robust API. Describe in detail.</td>
<td>D</td>
</tr>
<tr>
<td>59</td>
<td>The solution shall offer an easily configurable SOAP and/or REST Web Service</td>
<td>D</td>
</tr>
<tr>
<td>60</td>
<td>The solution shall guarantee the delivery of data exchanged between systems in the event of an outage.</td>
<td>D</td>
</tr>
<tr>
<td>61</td>
<td>The system shall have scheduling features.</td>
<td>HD</td>
</tr>
<tr>
<td>62</td>
<td>The system shall have the ability to provide for a document in a workflow to check an attribute (document property or index value) on a related document and make a processing decision, such as how the document is to be routed, based on pre-configured logic and rules.</td>
<td>D</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>63</td>
<td>The solution shall provide the ability to perform parallel processing by automatically routing a single document through multiple business processes simultaneously and allowing multiple users to access and work on the same document.</td>
<td>D</td>
</tr>
<tr>
<td>64</td>
<td>The system shall integrate with NM VitalChek DAVE software.</td>
<td>M</td>
</tr>
<tr>
<td>65</td>
<td>The solution shall integrate with SAS</td>
<td>D</td>
</tr>
<tr>
<td>66</td>
<td>The solution shall provide the ability to present and access workflow from an Outlook. This should be accomplished out-of-the-box or through a productized offering.</td>
<td>HD</td>
</tr>
<tr>
<td>67</td>
<td>The system shall enable Vital Records to send the NM Human Services Department Child Support Acknowledgements of Paternity and other required documents.</td>
<td>M</td>
</tr>
<tr>
<td>68</td>
<td>e-signature integration (i.e. Adobe Sign or Docusign)</td>
<td>D</td>
</tr>
<tr>
<td>69</td>
<td>The solution allows documents to be added to a workflow through Document import processing</td>
<td>M</td>
</tr>
<tr>
<td>70</td>
<td>The solution allows documents to be added to a workflow through API.</td>
<td>M</td>
</tr>
<tr>
<td>71</td>
<td>The solution allows documents to be added to a workflow through Adding documents already stored within the solution’s repository to a workflow process at a specific point-in-time.</td>
<td>D</td>
</tr>
<tr>
<td>72</td>
<td>The system shall immediately upon import, based on the document type, automatically identify with which workflow processes to associate a given document.</td>
<td>D</td>
</tr>
<tr>
<td>73</td>
<td>The solution shall produce reports utilizing custom transactions (e.g., approval time stamps added by a specific user during a transaction).</td>
<td>M</td>
</tr>
<tr>
<td>74</td>
<td>The solution shall provide preconfigured workflow reports that detail processing information such as Average Time to Process Document per Lifecycle</td>
<td>M</td>
</tr>
<tr>
<td>75</td>
<td>The solution shall provide preconfigured workflow reports that detail processing information such performance and quality metrics.</td>
<td>M</td>
</tr>
<tr>
<td>76</td>
<td>The system shall have a Metadata Model</td>
<td>M</td>
</tr>
<tr>
<td>77</td>
<td>The solution’s workflow configuration and user interface environments shall be integrated with the rest of the CSP solution (i.e., you can access the workflow interface from within the client environment).</td>
<td>M</td>
</tr>
<tr>
<td>78</td>
<td>The solution shall provide the ability to access a document-level audit trail directly from the document.</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>79</td>
<td>The system shall natively track an out-of-the-box audit trail.</td>
<td>M</td>
</tr>
<tr>
<td>80</td>
<td>The solution shall allow a system administrator to perform an ad hoc audit on system-related activities from within the client (e.g., identification of all documents accessed by a recently released employee).</td>
<td>M</td>
</tr>
<tr>
<td>81</td>
<td>The solution shall provide a report out-of-the-box (with no custom coding) that identifies matched, unmatched, or missing numeric and/or character index values between a primary document and secondary document(s) (i.e., automated reconciliation report).</td>
<td>M</td>
</tr>
<tr>
<td>82</td>
<td>Based on the exception identified, the solution shall automatically route exception items from the exception report to a workflow for proper resolution. This should be accomplished without any coding.</td>
<td>M</td>
</tr>
<tr>
<td>83</td>
<td>The solution’s reporting tool shall directly integrate with Microsoft Excel, allowing users to build reports natively in Excel utilizing the CSP system attributes.</td>
<td>M</td>
</tr>
<tr>
<td>84</td>
<td>Content: The solution shall support natural language processing and analytics.</td>
<td>D</td>
</tr>
<tr>
<td>85</td>
<td>The solution shall provide an administrative view of physical record locators either pending check-out (requested) or currently checked out with appropriate location information (item name, user in possession, expected return date, identifier, repository, repository name). This should include the capability to force the check in.</td>
<td>M</td>
</tr>
<tr>
<td>86</td>
<td>The solution shall provide the ability to identify both complete and incomplete records across the entire repository.</td>
<td>M</td>
</tr>
<tr>
<td>87</td>
<td>The solution provides a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction).</td>
<td>M</td>
</tr>
<tr>
<td>88</td>
<td>The solution shall allow users to capture, declare, and store electronic records (documents) in their native formats, including e-mail, electronic forms, physical items, images, text files, and Office documents.</td>
<td>D</td>
</tr>
<tr>
<td>89</td>
<td>The solution shall provide the ability for documents to be automatically declared as records without any user interaction.</td>
<td>M</td>
</tr>
<tr>
<td>90</td>
<td>The solution shall allow for multiple documents to be grouped together and treated by the system as a single record, with a single retention plan.</td>
<td>M</td>
</tr>
<tr>
<td>91</td>
<td>The solution shall provide the ability for a document(s) to be dragged and dropped into a record (folder of documents) and have this new document automatically inherit the records management policy.</td>
<td>M</td>
</tr>
<tr>
<td>92</td>
<td>The system shall have Email, Fax and Web Services Capture</td>
<td>M</td>
</tr>
<tr>
<td>93</td>
<td>The system shall have Natural-Language Generation</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>94</td>
<td>The system shall have Field Name Translation</td>
<td>D</td>
</tr>
<tr>
<td>95</td>
<td>The system shall have ML-Based Automatic Classification</td>
<td>M</td>
</tr>
<tr>
<td>96</td>
<td>The system shall have Rule-Based Automatic Classification</td>
<td>M</td>
</tr>
<tr>
<td>97</td>
<td>The system shall have Security Classification</td>
<td>M</td>
</tr>
<tr>
<td>98</td>
<td>The system shall have Tagging</td>
<td>D</td>
</tr>
<tr>
<td>99</td>
<td>The system shall have Renditioning</td>
<td>M</td>
</tr>
<tr>
<td>100</td>
<td>The system shall be ADA compliant</td>
<td>M</td>
</tr>
<tr>
<td>101</td>
<td>The solution shall allow an administrator to create custom audit log entries tied to workflow progress for the purpose of generating business process reports.</td>
<td>M</td>
</tr>
<tr>
<td>102</td>
<td>The system shall allow Comments on files.</td>
<td>M</td>
</tr>
<tr>
<td>103</td>
<td>CSP system shall be able to conduct and narrow search on all related fields (e.g., client number, gender, Client middle name, Client address, Client phone number, drug fields, payor groups, etc.)</td>
<td>M</td>
</tr>
<tr>
<td>104</td>
<td>All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation and accessible in electronic format from a shared repository, i.e., SharePoint. Nonproprietary documentation must be provided to load on a periodic basis.</td>
<td>M</td>
</tr>
<tr>
<td>105</td>
<td>Offeror shall provide a goals and objectives document describing how the proposed Solution will, based on the Offeror's experience with similar projects, meet the NM Facility and Public Health clinical programmatic objectives.</td>
<td>M</td>
</tr>
<tr>
<td>106</td>
<td>Offeror shall provide testing of on-going new development and maintenance prior to UAT over the life of the contract. Testing should include but not be limited to all internet browsers in which the proposed solution is accessible to end-users</td>
<td>M</td>
</tr>
<tr>
<td>107</td>
<td>Offeror shall provide detailed weekly status reports and meetings (in-person or online, dependent upon Project Schedule) on the progress of the Project, which will include met and unmet milestones and expenses incurred year to date.</td>
<td>M</td>
</tr>
<tr>
<td>108</td>
<td>Offeror shall participate in an initial kick-off meeting at a designated NMDOH Office to initiate the project., introduce Project team members and roles, validate project management approach and review requirements and NM operating environment.</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>109</td>
<td>Offeror shall submit a preliminary Work Plan within ten (10) days after Contract is assigned and approved. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, plans for change, quality, and risk management, and payment schedule. The plan shall be updated no less than every two weeks for the duration of the Contract.</td>
<td>M</td>
</tr>
<tr>
<td>110</td>
<td>Offeror shall perform a gap analysis of all administrative workflows, determine the most efficient workflows, and model the solution to those proposed workflows. Areas to be covered are certificate issuance and amending.</td>
<td>M</td>
</tr>
<tr>
<td>111</td>
<td>Offeror shall document the gap analysis and proposed workflows, including how to implement those efficiencies in the solution.</td>
<td>M</td>
</tr>
<tr>
<td>112</td>
<td>Offeror shall conduct research and requirements validation through meetings with NM personnel (in-person and online) to discuss requirements in detail and determine mutually acceptable approaches for implementing a solution.</td>
<td>M</td>
</tr>
<tr>
<td>113</td>
<td>Offeror shall document the detailed requirements for new system, including data conversion from old system, with the NMDOH project team. Final approval needs to be signed off by NMDOH Project Manager and Lead Program Manager</td>
<td>M</td>
</tr>
<tr>
<td>114</td>
<td>Offeror shall document findings from research and requirements validation in a requirements analysis report that describes proposed Implementation strategy as well as open issues and proposed actions for resolving them.</td>
<td>M</td>
</tr>
<tr>
<td>115</td>
<td>Offeror shall provide a System design document that includes descriptions of data import, export, and management (query, edit); achievement of standards-based Implementation (e.g., HL7); models of reports, web site navigation, and graphical user interface (GUI); diagrams of supporting network, application, and security architectures.</td>
<td>M</td>
</tr>
<tr>
<td>116</td>
<td>Offeror shall conduct a technical and information architecture review and develop an Implementation and integration plan for the proposed System design including description of integration with related systems (e.g., input data and sources; output data and destinations) and description of installation and configuration of all environments (e.g., test, development, training, production) and provided in a document for review.</td>
<td>M</td>
</tr>
<tr>
<td>117</td>
<td>Offeror shall provide documentation describing the proposed database architecture and Data dictionary. Documentation should include models of database design (e.g., entity-relationship diagrams) and Implementation.</td>
<td>M</td>
</tr>
<tr>
<td>118</td>
<td>Offeror shall provide a Test Plan intended to ensure solution meets the validated set of requirements with respect to functionality, stability, and security. Plan should include descriptions of roles and responsibilities, test data, load testing, test script, performance testing, and procedures for the Vital Records and Health Statistics and Public Health Offices to access test environment.</td>
<td>M</td>
</tr>
<tr>
<td>119</td>
<td>Offeror shall provide an interface design document and Test Plan to address all required System interfaces for new CSP system. This includes middleware and, to extent possible, partner system components (e.g., CSPs). Detailed interface descriptions should include process descriptions, data elements, editing criteria, business rules, inputs, outputs, and policy rationale for interface. Test Plans designed to validate data exchanges described in interfaces should address test scripts, test data, Schedule, and error resolution.</td>
<td>M</td>
</tr>
<tr>
<td>120</td>
<td>Offeror shall develop a business continuity plan that ensures protection of development, testing, training, and production environments. Deliverable should address Offeror's approach for protecting CSP system hardware and Software against failures and emergencies that put System operations and services at risk for interruption.</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>121</td>
<td>Offeror shall conduct System analyses and design to update the documented Implementation and integration plan as needed to reflect additional issues and risks that emerge during the System development process.</td>
<td>M</td>
</tr>
<tr>
<td>122</td>
<td>Offeror shall develop, and test Solution designed to achieve validated requirements and in conformance with System architecture and design Documentation and Test Plan * combine</td>
<td>M</td>
</tr>
<tr>
<td>123</td>
<td>Offeror shall provide a development environment that shall be used throughout the duration of the Contract to customize and maintain the Solution with minimal disruption to NM programmatic activities. Offeror will identify and supply the necessary components of the development environment including hardware, software, interfaces and network specifications.</td>
<td>M</td>
</tr>
<tr>
<td>124</td>
<td>Offeror shall provide and maintain a source code library with associated Documentation. Offeror will provide access to source code and associated Documentation to NM and will not impede such access in any way. NM requires such access to enable CSP system sustainability in the event of any disruption in contractual relationships between NM and Offeror. Nonproprietary information (including source code) will be uploaded to a NM owned repository, i.e., SharePoint; TFS, on an agreed upon periodic basis. Proprietary information (including source code) shall be placed with an Escrow company at the Offeror’s expense.</td>
<td>M</td>
</tr>
<tr>
<td>125</td>
<td>Offeror shall provide a Software Unit Testing plan and living Documentation of Software code units and application programming interfaces (APIs) and database interfaces.</td>
<td>M</td>
</tr>
<tr>
<td>126</td>
<td>Offeror shall provide a Configuration Management Database (CMDB) as a repository for information on the configurable items of the Solution at Offeror’s expense. CMDB should support migration of System to new owner or hosting environment and generate hard copy reports.</td>
<td>M</td>
</tr>
<tr>
<td>127</td>
<td>Offeror shall provide operating procedures and System Documentation to facilitate operation and maintenance of CSP system. Offeror will revise operating procedures and Documentation as necessary with results from testing, training, or operational procedures.</td>
<td>M</td>
</tr>
<tr>
<td>128</td>
<td>Offeror shall facilitate User Acceptance Testing (UAT) of CSP system installed on Offeror-supplied test platform. Deliverables include UAT tools to be used by Offeror and NMDOH team, web-enabled issue reporting and tracking tool integrated with CSP system Change Control mechanisms, and updates to CSP system Solution including source code repository and System Documentation. Deficiencies identified during UAT may require Offeror to conduct rework to other Deliverables described in this RFP.</td>
<td>M</td>
</tr>
<tr>
<td>129</td>
<td>Offeror shall provide end-user training including training plans and related training materials. End users include NMDOH staff and other stakeholders with role-based access to the CSP system. Training plans and materials shall be based on a “train the trainer” model designed to ensure that NM staff will be self-sufficient with respect to training CSP system stakeholders. Deliverables should address training methodology, objectives, timeframes, resources, and outcomes.</td>
<td>M</td>
</tr>
<tr>
<td>130</td>
<td>Offeror shall provide a technical training including training plans and related training materials. Technical users include NM Information Technology staff and other stakeholders with role-based access to the CSP system. Training plans and materials shall ensure sufficient knowledge transfer to NH staff for ad-hoc query and report generation and address structure and architecture of CSP system. Deliverables should address training methodology, objectives, timeframes, resources, and outcomes.</td>
<td>M</td>
</tr>
<tr>
<td>REQ #</td>
<td>Business Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>131</td>
<td>Offeror and NMDOH will conduct a 'lessons learned' meeting within 2 weeks of successful implementation. The 'lessons learned' meeting will adhere to PMI standards.</td>
<td>M</td>
</tr>
</tbody>
</table>

*See Appendix P for procedural preferences.*
Table G-2: Technical System Requirements
The following table contains the technical system requirements for the solution and its delivery.

<table>
<thead>
<tr>
<th>#</th>
<th>Technical System Requirements</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1</td>
<td>The solution must accessible via an Internet browser, and not require any software to be installed on a client workstation or device except for browser software and drivers required to access card readers and similar input/ output (I/O) devices.</td>
<td>M</td>
</tr>
<tr>
<td>T-2</td>
<td>The solution must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except during scheduled maintenance. The Contractor shall guarantee 99.9% uptime 7 days a week, 24 hours a day, 365 days a year, exclusive of the regularly scheduled maintenance window.</td>
<td>M</td>
</tr>
<tr>
<td>T-3</td>
<td>The solution must run on the two most recently released versions of Internet Explorer (IE), Edge, Firefox, Chrome and Safari, including the versions that are available for Apple’s IOS and Android devices.</td>
<td>M</td>
</tr>
<tr>
<td>T-4</td>
<td>It is highly desirable for the solution to be written for the Microsoft .NET Framework.</td>
<td>M</td>
</tr>
<tr>
<td>T-5</td>
<td>It is highly desirable for the solution to store data in one or more Microsoft SQL Server databases.</td>
<td>HD</td>
</tr>
<tr>
<td>T-6</td>
<td>It is highly desirable for the solution (including all application, web, and database tiers) to run on Microsoft Windows server(s) meeting the minimum-security standards set forth by the DOH Chief Security Officer (CSO).</td>
<td>M</td>
</tr>
<tr>
<td>T-7</td>
<td>The solution must be able to operate under all of the following network configurations:</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td>• Wireless connectivity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Mobile hotspots</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Wired connectivity</td>
<td></td>
</tr>
<tr>
<td>T-8</td>
<td>The Contractor must provide and maintain production, training, test/UAT and development environments.</td>
<td>M</td>
</tr>
<tr>
<td>T-9</td>
<td>The solution must support Active Directory Federated Services (ADFS) Single Sign-On user access control.</td>
<td>M</td>
</tr>
<tr>
<td>T-10</td>
<td>The solution must support configurable role-based access to control user access to the data entry system, reports and data. The Contractor shall work with the State to define mutually agreed-upon user roles and associated access rights.</td>
<td>M</td>
</tr>
<tr>
<td>T-12</td>
<td>The solution must enforce unique user names and ID’s.</td>
<td>M</td>
</tr>
<tr>
<td>T-13</td>
<td>The solution must provide NMDOH employees access to be controlled from NMDOH’s Active Directory via Active Directory Federation Services. All username and password rules will be administered in Active Directory.</td>
<td>M</td>
</tr>
<tr>
<td>#</td>
<td>Technical System Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>T-14</td>
<td>The solution must comply with user account and password requirements (including length, types of required characters, expiration, etc.) for all users who do not have a NMDOH Active Directory account, according to NMDOH policies, procedures and rules as set forth by the NMDOH CSO. The solution must provide the capability to encrypt passwords in transmission and at rest within the system.</td>
<td>M</td>
</tr>
<tr>
<td>T-15</td>
<td>The solution must include a self-service password reset tool that allows a user to reset a personal password (forgotten or inactive) to unlock that user’s account. The solution must provide the capability to email password reset links to a user.</td>
<td>M</td>
</tr>
<tr>
<td>T-16</td>
<td>The solution must include the ability to enforce session timeouts during periods of inactivity. The solution must provide the capability for NMDOH to configure the maximum session inactivity time to meet NMDOH security policies.</td>
<td>M</td>
</tr>
<tr>
<td>T-17</td>
<td>The solution must not store authentication credentials or sensitive data in its code or unencrypted in databases or files.</td>
<td>M</td>
</tr>
<tr>
<td>T-18</td>
<td>The solution must meet all HIPAA audit logging standards specified in Attachment (HIPAA Audit Logging Standard).</td>
<td>M</td>
</tr>
<tr>
<td>T-19</td>
<td>The solution must provide the capability to encrypt all application data and to protect it from unauthorized use when in transit and at rest.</td>
<td>M</td>
</tr>
<tr>
<td>T-20</td>
<td>The Contractor must ensure that any application enhancements or upgrades do not remove or degrade security.</td>
<td>M</td>
</tr>
<tr>
<td>T-21</td>
<td>The Contractor shall develop a security plan encompassing addressing workforce, incident reporting, technical security of information assets throughout lifecycle (creation to destruction).</td>
<td>M</td>
</tr>
<tr>
<td>T-22</td>
<td>The Contractor must ensure that all software and hardware are free of malicious code.</td>
<td>M</td>
</tr>
<tr>
<td>T-23</td>
<td>The Contractor must ensure the application is secure against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (<a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a>). The Contractor must provide an independent, third-party validation that the application has been hardened and secured as defined by NMDOH CSO.</td>
<td>M</td>
</tr>
<tr>
<td>T-24</td>
<td>The vendor shall provide an option to use <a href="http://www.verygoodsecurity.com">www.verygoodsecurity.com</a> for secure data like social security numbers.</td>
<td>D</td>
</tr>
<tr>
<td>#</td>
<td>Technical System Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
</tbody>
</table>
| T-25| The Contractor must host the solution in a secure hosting environment on one of the following:  
- Microsoft’s Azure Government,  
- Google Cloud Platform for Government  
- Amazon’s AWS GovCloud (US), or  
- A facility that adheres to Uptime Institute’s Tier III Concurrent Maintenance criteria as provided in Tier Standard Topology*. The facility must be HIPAA compliant and sign a HIPAA Business Associates Agreement (BAA). The facility must maintain the following certifications:  
  - Uptime Institute’s Tier III (or Tier IV) Gold Certification of Operational Sustainability  
  - Uptime Institute’s Tier III (or Tier IV) Certification of Constructed Facility.  
  - FedRAMP Moderate Provisional Authority to Operate (P-ATO)  
  - DISA Level 2 Provisional Authorization (PA)  
*available at: http://uptimeinstitute.com/tierpublication                                                                                                                   | M    |
| T-26| The solution must have the capability to meet peak performance use requirements of not less than the following number of simultaneous users:  
<p>| Type of User | Number of Users |<br />
| Vital Records Staff | 32                                                                 | M    |
| T-27| The Contractor must operate hosting services on a network or cloud environment offering adequate performance to meet the current and any future business requirements for the State application.                                                                                                                   | M    |
| T-28| If redundant Internet connections are not available to the Contractor, then the Internet Provider who provides the internet service to the Contractor must have their service supplied by a vendor that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State’s service.                                                                                           | M    |
| T-29| The Contractor’s network architecture must include redundancy of routers and switches in the Data Center.                                                                                                                                                                                                                                                 | M    |
| T-30| The Contractor must maintain the solution hardware and software in accordance with the specifications, terms, and requirements of the contract and sufficient to run the application.                                                                                                                                                                                        | M    |
| T-31| The Contractor must repair or replace solution hardware or software, or any portion thereof, so that the system operates in accordance with the specifications, terms, and requirements of the contract.                                                                                                                                                      | M    |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Technical System Requirements</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-32</td>
<td>The Contractor must monitor the application, database, connectivity, interfaces, and all servers with established performance checks agreed to by NMDOH and must automatically notify both Contractor and NMDOH application support personnel twenty-four (24) hours a day, seven (7) days a week, 365 days a year, when abnormalities are detected.</td>
<td>M</td>
</tr>
<tr>
<td>T-33</td>
<td>The Contractor must install and update all server patches, updates, and other utilities within sixty (60) days of their release from the manufacturer unless security risks would create a potential breach, in which case the updates must be installed at the earliest opportunity.</td>
<td>M</td>
</tr>
<tr>
<td>T-34</td>
<td>The Contractor must monitor system, security, and application logs based upon mutually agreed protocols delineated in the final contract.</td>
<td>M</td>
</tr>
<tr>
<td>T-35</td>
<td>The Contractor must manage sharing of data resources based upon mutually agreed protocols delineated in the final contract.</td>
<td>M</td>
</tr>
<tr>
<td>T-36</td>
<td>The Contractor must manage daily backups, data storage, and restore operations. The Contractor must ensure that backups are encrypted in a manner meeting minimum Federal Information Processing Standards (FIPS) 140-2 standards and that they are stored in a facility geographically separate from the Contractor's primary data center.</td>
<td>M</td>
</tr>
<tr>
<td>T-37</td>
<td>The Contractor shall transfer a backup copy of the solution database(s) to NMDOH monthly via Secure File Transfer Protocol (SFTP).</td>
<td>M</td>
</tr>
<tr>
<td>T-38</td>
<td>The Contractor may work with NMDOH to set up a daily data replication process.</td>
<td>M</td>
</tr>
<tr>
<td>T-39</td>
<td>The Contractor must notify the NMDOH CSO of all breach of security issues via telephone and in writing within 30 minutes of becoming aware of the issue.</td>
<td>M</td>
</tr>
<tr>
<td>T-40</td>
<td>In instances where the State requires access to the application, database or server resources, the Contractor must provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN) and/or appropriate database management, query and/or browser tools.</td>
<td>M</td>
</tr>
<tr>
<td>T-41</td>
<td>The State shall have unlimited access to submit support requests to Contractor technical support staff – via phone or e-mail or help desk system – twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Contractor’s response for support must conform to problem resolution escalation procedures that prioritize problems based upon mutually agreed protocols that will be delineated in the final contract.</td>
<td>M</td>
</tr>
<tr>
<td>T-42</td>
<td>All database tables will have a unique identity field.</td>
<td>M</td>
</tr>
<tr>
<td>#</td>
<td>Technical System Requirements</td>
<td>Code</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
</tbody>
</table>
| T-43 | The solution must have the capability to issue a permanent unique ID that will remain the same even when a renewal or a change in PPL status occurs. The solution shall have the capability to print the unique ID on ID cards, relevant reports, etc. for:  
  • Citizens  
  • DOH Staff                                                                                                                                                                                                                                                                                                                               | M    |
| T-44 | The Contractor and the Procuring Agency must identify a regularly scheduled maintenance window (such as weekly, monthly, or quarterly) during which all relevant server patches and application upgrades shall be applied (other than emergencies).                                                                                                                                                                                                                       | M    |
| T-45 | The Contractor must adhere to the NMDOH change management process of application enhancements and upgrades. The Contractor must submit relevant Change Management Requests (CMR) no less than two (2) weeks prior to production implementation, using standard forms provided by Procuring Agency.                                                                                                                                       | M    |
| T-46 | The Contractor must notify the Vital Records representative a minimum of two (2) business days prior to implementation of any changes and/or updates to the solution. The Contractor must provide the State with training on any new features or changes to existing features.                                                                                                                                                                                                 | M    |
| T-47 | The Contractor must fully support all solution hardware and software components, including the hosting infrastructure, including licensing and maintenance contracts with respective suppliers and manufacturers at all times. The Contractor must supply all licenses necessary for functioning of applications, including all software and hardware licenses for all environments.                                                                                                                                 | M    |
| T-48 | The Contractor must maintain a record of its activities related to repair or maintenance performed for the State, and must report quarterly on:  
  • Server up-time  
  • All change requests implemented, including Operating System patches  
  • All critical outages reported including actual issue and resolution  
  • Number of deficiencies reported by class with initial response time and time to resolve                                                                                                                                                                                                                                                   | M    |
<p>| T-49 | For any outage (when a business function cannot be met by a nonperforming application and there is no work around to the problem) greater than 15 minutes, the Contractor must provide an incident report for the interruption of service to the State. An incident report must document, at a minimum: outage cause, solution implemented, amount of downtime, related communications, suggested support improvements, and suggested solution improvements when the solution has been brought back online. The Contractor must provide the incident report within two (2) weeks of incident resolution.                                                                                       | M    |
| T-50 | The Contractor must allow and support NMDOH to schedule and perform a periodic security assessment and to perform solution testing activities by internal NMDOH and external 3rd party auditor.                                                                                                                                                                                                                     | M    |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Technical System Requirements</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-51</td>
<td>The Contractor must submit for NMDOH approval a Business Continuity and Disaster Recovery Plan. This plan must be tested during the UAT phase and approved by NMDOH. The plan must be kept up to date to reflect changes to the system servers, application, supporting software, and network infrastructure. This plan will be tested at least once a year to ensure viability and meet expectations for Return Time Objectives (RTO) and Return Point Objectives (RPO).</td>
<td>M</td>
</tr>
<tr>
<td>T-52</td>
<td>The Contractor must develop and submit a plan for NMDOH approval to address upgrades or replacement of hardware, software or network infrastructure at least two years prior to one or more of these components reaching End of Life (EOL).</td>
<td>M</td>
</tr>
</tbody>
</table>
Table G-2 Deliverables Offeror Response Checklist (sample contract)

<table>
<thead>
<tr>
<th>Activity, Deliverable or Milestone</th>
<th>Deliverable Type</th>
<th>Explain how your Solution meets the requirement. Cite the page of your Proposal.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Project Kickoff Meeting</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Status Meetings and Reports</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>At least 1 every week</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Preliminary Work Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Goals and Objectives Document</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Conduct Research And Requirements Validation</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Requirements Analysis Report</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Conduct Technical and Information Architecture Review</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>System Architecture and Design Documentation and Reporting</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Develop Implementation and Integration Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Database Architecture and Data Dictionary</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Interface Design and Test Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Test Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Security Strategy and Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Security Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Physical and Logical Security Design</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Business Continuity Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Help Desk Escalation Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>Third-party validation of system hardening and security</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Provide Development Environment</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Provide Software</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>Install System and Configure Software</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Conduct System Analysis and Design</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Develop Required Custom Code</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>Provide System Testing Environment for Testing COTS Software and Developed Code</td>
<td>Non-Software</td>
<td></td>
</tr>
<tr>
<td>Source Code Library and Documentation</td>
<td>Software, Written</td>
<td></td>
</tr>
<tr>
<td>Software Unit Testing and Results Reporting</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>System Testing and Results Reporting</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Configuration Management Database</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>Operating Procedures and System Documentation</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>User Acceptance Testing and Results Reporting</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>User Training and Materials</td>
<td>Written, Non-Software</td>
<td></td>
</tr>
<tr>
<td>Technical Training and Materials</td>
<td>Written, Non-Software</td>
<td></td>
</tr>
<tr>
<td>Deployment to Users</td>
<td>Written, Software</td>
<td></td>
</tr>
<tr>
<td>Security Implementation and Documentation</td>
<td>Written, Software, Non-Software</td>
<td></td>
</tr>
<tr>
<td>Complete Warranty Period</td>
<td>Non-software</td>
<td></td>
</tr>
<tr>
<td>Final System Acceptance by State</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>Ongoing System Hosting</td>
<td>Non-software</td>
<td></td>
</tr>
</tbody>
</table>
### Ongoing Support and Maintenance

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 - (Critical)</td>
<td>A condition that is halting production without an economically feasible alternate method to run the application. Any issue regarding the inability to access the application, system outages, or billing are to be considered a Severity 1 priority. Initial response time: 1 hour, 24/7/365. Target resolution time: 8 hours. Commitment: The problem will be worked on until fixed or a reasonable workaround is applied and agreed upon by both the Procuring Agency and the Contractor.</td>
</tr>
<tr>
<td>Priority 2 (Serious)</td>
<td>A condition that is deterring a user from meeting production processes/schedules, and is seriously impacting the use of the application and is making production materially more difficult or costly for the user, are to be considered a Severity 2 priority. Initial response time: 1 hour during primary support hours. Target resolution time: Immediately or up to 5 business days. Commitment: The problem will be worked on until fixed or a reasonable workaround is applied and agreed upon by both the Procuring Agency and the Contractor.</td>
</tr>
<tr>
<td>Priority 3 (Important)</td>
<td>A condition other than those described above in which the application is performing in an unpredictable manner or producing incorrect results but is not material impacting production or business processes/schedules. Initial response time: 1 hour during primary support hours. Target resolution time: Immediately or up to 20 business days. Commitment: The problem will be worked on until fixed or a reasonable workaround is applied and agreed upon by both the Procuring Agency and the Contractor.</td>
</tr>
<tr>
<td>Low (Inconvenient)</td>
<td>A condition other than those described above in which inconsistencies, irregularities and/or limitations in PointClickCare or module that cause inconvenience to the user. Initial response time: 1 hour during primary support hours. Target resolution time: Time that is mutually agreed upon by both the Procuring Agency and the Contractor. Commitment: Contractor will work with the Procuring Agency to mutually prioritize and schedule resolutions into regular release cycles.</td>
</tr>
</tbody>
</table>
This Business Associate Agreement and 42 C.F.R. Part 2 Qualified Service Organization Agreement (“Agreement”) is entered into between the New Mexico Department of Health (“Department”) and ______________________, hereinafter referred to as “Business Associate,”, in order to comply with 42 U.S.C. Section 290dd-2 and 290ee-3, the Confidentiality of Alcohol and Drug Abuse Patient Records, and the related regulations at 42 CFR Sections 2.1 to 2.67; and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

BUSINESS ASSOCIATE, by a related agreement identified by number as ______________________ (the “Related Agreement”), has agreed to provide services to, or on behalf of, Department (referred to in such Related Agreement as Department or the “Procuring Agency”) which may involve the disclosure by Department to Business Associate (referred to in such Related Agreement as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in the Related Agreement and is hereby incorporated therein.

THE PARTIES acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

THE PARTIES additionally acknowledge the Confidentiality of Alcohol and Drug Abuse Patient Records statute and regulations require that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all drug and/or
alcohol abuse information that is individually identifiable to the patient, which the Business Associate may receive, store, process or otherwise deal with from the Department.

1. **Definition of Terms**

   a. **Breach.** “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.

   b. **Business Associate.** "Business Associate", herein being the same entity as the Contractor in the Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.

   c. **Department.** "Department" shall mean in this agreement the State of New Mexico Department of Health.

   d. **Individual.** "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).

   e. **HIPAA Standards.** “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:

      i. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

      ii. **Breach Notification Rule.** “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D

      iii. **Security Rule.** “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:

         A. **Security Standards.** “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.

         B. **Administrative Safeguards.** “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.

         C. **Physical Safeguards.** “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.

         D. **Technical Safeguards.** “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
E. **Policies and Procedures and Documentation Requirements.** “Policies and Procedures and Documentation Requirements” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.

F. **Protected Health Information.** "Protected Health Information" or “PHI” shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted or received by Business Associate, its agents or subcontractors from or on behalf of Department.

G. **Required By Law.** "Required By Law" shall have the same meaning as in 45 CFR §164.103.

H. **Secretary.** "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.

I. **Covered Entity.** "Covered Entity" shall have the meaning as the term “covered entity” defined at 45 CFR §160.103, and in reference to the party to this agreement, shall mean the State of New Mexico Department of Health.

J. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

1. **Obligations and Activities of Business Associate**

   a. **General Rule of PHI Use and Disclosure.** The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this Agreement, or the Related Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.

      i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.

      ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.

      iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in the Related Agreement(s), except where a “limited data set” is not practicable in order to accomplish those activities.

      iv. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

      v. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are
Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).

vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.

b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this Agreement or the Related Agreement. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, the Related Agreement, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.

i. The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §§164.502 (a)(5)(ii)(B)(2).

ii. Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.

d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department’s request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in
electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.

f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department’s obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.

g. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary’s determining the Department’s compliance with the Privacy Rule.

h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.

i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)], the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.

k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
1. **Performance of Covered Entity's Obligations.** To the extent the Business Associate is to carry out the Department's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.

   m. **Subcontractors.** The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

   n. **42 C.F.R. Part 2:** The Business Associate acknowledges that, notwithstanding the other provisions of this agreement:

   i) In receiving, storing, processing or otherwise dealing with any individually identifiable drug or alcohol abuse patient records from the Department, it is fully bound by the regulations at 42 C.F.R. sections 2.1 to 2.67; and,

   ii) If necessary, Business Associate shall resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by those regulations.

2. **Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

   During the term of this Agreement and Related Agreement, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

   **Notification**

   a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this Agreement, the Related Agreement and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.

   b. Business Associate shall provide the Department with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.
Risk Assessment

c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.

f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the
3. **Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions**
   
a. The Department shall notify Business Associate of any limitation(s) in the Department’s Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

4. **Term and Termination**

   a. **Term.** This Agreement shall be effective concurrently with the effective date of Contract No. [Redacted] between Business Associate and the Department (the Related Agreement). This Agreement shall also terminate concurrently with the Related Agreement, except that obligations of Business Associate under this Agreement related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.

   b. **Disposition of PHI upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.

   c. If Business Associate breaches any material term of this Agreement, the Department may either:

      i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this Contract without liability or penalty in accordance with Termination Article of the Related Agreement if Business Associate does not cure the breach within the time specified by the Department; or,

      ii. immediately terminate this Contract without liability or penalty if the Department determines that cure is not reasonably possible; or,
iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this Contract, nor does it lessen Business Associate’s responsibility for such breach or its duty to cure such breach.

5. **Penalties and Training.** Business Associate understands and acknowledges that violations of this Agreement may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

6. **Miscellaneous**

a. **Interpretation.** Any ambiguity in this Agreement, or any inconsistency between the provisions of this Agreement and the Related Agreement, shall be resolved to permit the Department to comply with the HIPAA Standards.

b. **Business Associate’s Compliance with HIPAA.** The Department makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Standards will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

c. **Change in Law.** In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this Agreement unlawful or unenforceable, or which materially affects any financial arrangement contained in this Agreement, the parties shall attempt amendment of this Agreement to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the Agreement pursuant to its termination provisions.

d. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Department,
Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

e. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this Agreement and the Related Agreement available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate’s performance under this Agreement or the Related Agreement, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

f. **Additional Obligations.** Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement in addition to their execution of the Related Agreement.

NEW MEXICO DEPARTMENT OF HEALTH             BUSINESS ASSOCIATE

By: ________________________                By: ________________________

Authorized Signature Designee

Title: ________________________

Date: ________________________                Date: ________________________

Approved as to form and legal sufficiency:

By: ________________________
Office of General Counsel

Date: _____________________________
## Appendix J

**Permissions Matrix**

<table>
<thead>
<tr>
<th>Count</th>
<th>Role</th>
<th>V = View</th>
<th>E = Edit</th>
<th>E = Edit</th>
<th>*Only if owner (certifier) of Record</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Can start a Birth Registration Case</td>
<td>Can start a Death Registration Case</td>
<td>Can View Birth Registration</td>
<td>Can View Death Registration</td>
</tr>
<tr>
<td>22</td>
<td>Local Registrars</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>V</td>
</tr>
<tr>
<td>22</td>
<td>Deputy Local Registrars</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>2</td>
<td>Local Office Staff</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>1</td>
<td>State Registrar</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>1</td>
<td>Bureau Chief</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>1</td>
<td>Manager Order Processing-Pam</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>1</td>
<td>Supervisor Order Processing-Leo</td>
<td>N</td>
<td>N</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>1</td>
<td>Financial Spec</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>3</td>
<td>Epidemiologist</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>1</td>
<td>Trainer</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>4</td>
<td>Death Registration Staff</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>1</td>
<td>Business Analyst</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>1</td>
<td>Local Registrar Liaison-Rosemary</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>1</td>
<td>Local Registrar Liaison/Testing-Rebecca</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>4</td>
<td>Order Processing Clerk General</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>5</td>
<td>Order Processing Clerk Advanced</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>6</td>
<td>VC Expedited Order Processing &amp; Call Center</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Internal Government Agencies</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>External Government Agencies</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>HSD</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Courts</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Law Enforcement</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>
Appendix K

Bureau of Vital Records and Health Statistics Org Chart

Appendix L

Bureau of Vital Records and Health Statistics

Order Processing Unit Flow Chart
Appendix M

NM - DAVE Imaging Interface Web Service Requirements and Notes

Contact: Paul Bachand
Technical Program Manager
LexisNexis VitalChek Network Inc.
LexisNexis Risk Solutions
860.655.1412 Mobile
Paul.Bachand@LexisNexis.com

General

Imaged documents shall be linked to DAVE via imaging number.

The Imaging system API must support the return of an imaging number upon successful save of an image sent from DAVE. DAVE shall store the image numbers associated with each document to be used for subsequent retrieval.

The Imaging System needs to receive and store the DAVE Case ID when it sends an image to DAVE.

An interface is needed, (API?), to support the import of NM image numbers into DAVE. The following data items are needed to create, update, or connect an image to a DAVE case:

New Case
Image Number (for future retrieval)
SFN
Other Index information (TBD)
Level (Case, Amendment, Order Processing) Need to figure out how to match amendment and OP images to the correct amendment/Order.
Category (TBD)
Security Information (TBD)

Existing Case
SFN and/or DAVE Case ID
Image Number
Level (Case, Amendment, Order Processing) Need to figure out how to match amendment and OP images to the correct amendment/Order.
Category (TBD)
Security Information (TBD)

All Modules (Birth, Death, ITOP, Fetal Death, Order Processing)

Need an extract query that will export all existing "Attachments" to their native format or ".pdf" so that NM can store the images in their imaging system. The extract must include a spreadsheet or report showing the DAVE Case ID, State File Number (if exists), Attachment Category, Amendment Number (if applicable), and file name for each image extracted.

Need an extract query that will export all existing, saved, correspondence items to Word docs so that NM can store the images/docs in their imaging system. The extract must include a spreadsheet or report showing the DAVE Case ID, State File Number (if exists), Correspondence Category, Amendment Number (if applicable), and file name for each document extracted.

Case level attachments, (Left Nav Attachments Link), shall save and retrieve attachment items from NM imaging system.

Case level correspondence, (Left Nav Correspondence Link), shall save and retrieve attachment items from NM imaging system.

Amendment level attachments, (Attachments Link on Amendment Page), shall save and retrieve attachment items from NM imaging system.

Amendment level correspondence, (Correspondence Link on Amendment Page), shall save and retrieve attachment items from NM imaging system.

Order Processing level attachments, (Attachments Link on Order Processing Summary Page), shall save and retrieve attachment items from NM imaging system.

Order Processing level correspondence, (Correspondence Link on Order Processing Summary Page), shall save and retrieve attachment items from NM imaging system.

Security must be considered for all imaged documents; Case level categories, Amendment types, and Order processing categories.

NM would like the ability to use their Imaging System to OCR completed Drop To Paper documents, import the data into DAVE and update the case for future issuance. (This topic should be revisited after the reliability of the OCR process is.)

Parking Lot
NM asked for a query to provide a list of user roles and associated Attachment & Correspondence security privileges.
Appendix N

Entity Relationship Diagram

[PDF]

Appendix O

C Extracts

[Excel] Core FD Att C Loads
[Excel] Core Death Att C Extracts 1920.xls
[Excel] Core Birth Att C Extracts Loads 1920.xlsx
Appendix P

Preferred Procedures

The back-file conversion Work will be performed in three phases per the final determination of DOH and VR:

- **Phase 1 – Content Services Platform Solution Implementation (See Appendix H page 99)**
  - Project management and Work Plan finalization;
  - System implementation; and
  - Pilot CSP acceptance

- **Phase 2 – One Percent Document Conversion**
  - Project management and Work Plan finalization;
  - Document imaging and index conversion; and
  - Pilot Document Conversion acceptance.

- **Phase 3 – Ninety-nine Percent Document Conversion**
  - Project management and Work Plan refinement;
  - Document image and index conversion; and
  - Document Conversion acceptance.

**Phase 1 CSP Implementation**

The vendor shall implement a Content Services Platform meeting the requirements defined in Appendix H using best in class implementation and life cycle methods. Appendix N contains requirements for a required integration with our Certificate Issuance Platform built by VitalChek, a LexisNexis company.

The purpose of this agreement is to contract with an Offeror to provide all services and deliverables to implement a fully functional software solution that automates the operational, regulatory, and vital records of the CSP Services and License and Compliance areas. Software functionality must also be provided for Seed-to-Sale processes. Services and deliverables include development and deployment of an externally hosted system, and ongoing maintenance and support. The contractor will be responsible for working with Vital Records staff at their local office(s) in Santa Fe, NM during requirements definition, UAT, training, and deployment events.

The selected contractor will be responsible for:

- **Project Initiation and Management**, including creation of a project plan with monthly updates, risk and issue management, weekly status reporting, facilitation of meetings with Vital Records staff; and coordinating project activities with the DOH PM
• Business requirements analysis and design;
• Implement an API to send and receive data with VitalChek
• Load legacy data to DAVE via generic load process (see Appendix P for file format)
• Development, testing, deployment of CSP Modules
• Data migration of VitalChek document records;
• Tailored trainings and accompanying material for Vital Records staff;
• Statewide training of Entities not to exceed eight (8) regional in-person training classes;
• Providing a hosted solution with environments for development, testing, training, production, and disaster recovery (DR) environments;
• Maintenance and technical support
• Development and deployment of system enhancements

The software solution must be fully tested and when deployed is expected to meet the requirements of each of Module.

1. Document Management Module
   A. Web portal for Vital Records Documents
   B. Retention of communication inquiries and responses by Vital Records;
   C. Reporting function for both pre-configured and ad-hoc reports;
   D. Storage of scanned and uploaded documents; and
   E. Interfaces to:
      i. VitalChek

The software solution must conform to Health Insurance Portability Accountability Act (HIPAA) security standards as outlined in the HIPAA Audit Log Standard document available in the procurement library.

Phase 2 & 3 Back Imaging

Shipping of original certificates/documents off-site in any fashion is not permitted under any circumstances. Shipping of imaged documents outside of DOH secure network or the Contractor’s locally secured hardware/software environment is strictly prohibited. The Contractor must abide by security measures and guidelines as described at DOH and VR Office. There will be a facility transition in the spring of 2020. There are paper documents stored in a separate location that will need to be included in this imaging phase.

Temporary Back File Hardware and Software Environment. The Contractor must deliver, implement, and conduct system unit testing and integration testing of its proposed “temporary” image server, document scanning, and index/QA hardware and software solution with the IDM solution as one of the initiating activities of Phase 1.
The equipment (including lights, automated feeders, etc.) used for all image capture must not damage original materials nor may the manner of its use cause damage. All scanning equipment is subject to the approval of the State before Contract award.

The Contractor will be responsible for training VR QA staff on the appropriate operation of the QA retrieval and viewing software implemented.

Books and Documents Environment. Vital Records manages the documentation of vital events occurring in the State, such as birth and death certificates. All of the documents are stored in book binders in the safety vault within the VR office. The scope of this Work will involve the scanning of the document records and all additional documents attachments to these certificates. Some certificates contain attachments, such as affidavits, court orders, medical supplements. When these additional documents are with the original certificate, the certificate must be indexed with the original information first, and then another indexed layer indicating the supplements in file order.

Some of the documents that are stored at the State are numbered numerically by State File Number (SFN). Birth and Death certificates Prior to 1985, have no valid SFN. These events are filed in Books by Year of Occurrence, County of Occurrence, Date of Birth (Year, Month, Day) and Registrant Last Name. The SFN is unique only when combined with the year of event and is always reset to 000001 at the beginning of each year. Each certificate accepted for registration is filed in a binder book, bound either by binder ring or screw pins. Each book is then labeled as a volume, and usually contains 250 or 500 pages, dependent on the year.

At some point, VR may have removed an original birth or death certificate from a book binder and replaced document with an information marker (“slip tag”) pertaining to this cut out and must be maintained. When accounting for all the pages of a book (i.e., all certificates in a volume), the Contractor must convert the information on the slip tag in order to account for the proper number of certificates contained in the book.

The document volumes and characteristics provided in the following Tables are estimates. These certificates and supplemental document pages were hand counted directly from the book binders in the security vault. The order provided in Tables are the anticipated order of document conversion preliminarily identified by VR. Any change to the document conversion order will be discussed with the Contractor during project status meetings and changes will be mutually agreed to by VR and Contractor. However, if an operational need mandates a change in order, VR reserves the right to make final decision about the conversion order.

**Table 1 – Document Volumes:** Provides the description and the approximate volume of documents currently stored at VR and their conversion order:
<table>
<thead>
<tr>
<th>CONVERSION ORDER</th>
<th>Media Type</th>
<th>DOCUMENT TYPE</th>
<th>TTL Approx. Documents</th>
<th>TTL Approx. Pages for Imaging</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>2,026,185</td>
<td>4,052,370</td>
</tr>
<tr>
<td>2</td>
<td>Paper</td>
<td>Birth Certificate Affidavit/Attachment</td>
<td>57,205</td>
<td>171,615</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>857,545</td>
<td>1,715,090</td>
</tr>
<tr>
<td>4</td>
<td>Paper</td>
<td>Death Certificate Affidavit/Attachment</td>
<td>12,770</td>
<td>38,310</td>
</tr>
<tr>
<td>5</td>
<td>Paper</td>
<td>Delayed Birth registration/Home Birth</td>
<td>19,435</td>
<td>77,740</td>
</tr>
<tr>
<td>6</td>
<td>Paper</td>
<td>Filing Data, Marital Status Affidavit</td>
<td>1,125</td>
<td>4,500</td>
</tr>
<tr>
<td>7</td>
<td>Paper</td>
<td>Court Order (Not Attached)</td>
<td>3,325</td>
<td>13,300</td>
</tr>
<tr>
<td>8</td>
<td>Paper</td>
<td>Putative Father Registry Inclusion</td>
<td>2,500</td>
<td>5,000</td>
</tr>
<tr>
<td>9</td>
<td>Paper</td>
<td>Still Birth Certificate</td>
<td>6,000</td>
<td>12,000</td>
</tr>
<tr>
<td>10</td>
<td>Paper</td>
<td>Index Death Certificate</td>
<td>17,500</td>
<td>17,500</td>
</tr>
<tr>
<td>11</td>
<td>Paper</td>
<td>Acknowledgement of Paternity Affidavit</td>
<td>463,750</td>
<td>1,855,000</td>
</tr>
<tr>
<td>12</td>
<td>Paper</td>
<td>NM Adoption</td>
<td>39,090</td>
<td>156,360</td>
</tr>
<tr>
<td>13</td>
<td>Paper</td>
<td>Foreign Born Adoption</td>
<td>580</td>
<td>2,320</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>3,507,010</strong></td>
<td><strong>8,121,105</strong></td>
</tr>
</tbody>
</table>

**Table 2 – Document Characteristics by Year:** Provides document information and characteristics by year of event. The approximate volume of documents currently stored at VR and their conversion order:

<table>
<thead>
<tr>
<th>CONVERSION ORDER</th>
<th>Media Type</th>
<th>DOCUMENT TYPE</th>
<th>TTL Imaging Project Counts</th>
<th>TTL Approx. Pages</th>
<th>PAPER QUALITY</th>
<th>CERTIFICATE YEAR</th>
<th>PAPER SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>2,510</td>
<td>Good</td>
<td>PRIOR _1900</td>
<td>7.5 x 10</td>
</tr>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>177,130</td>
<td>Good</td>
<td>1901_1921</td>
<td>7.5 x 10</td>
</tr>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>2,277,806</td>
<td>Good</td>
<td>1922_1979</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>381,892</td>
<td>Good</td>
<td>1980_1986</td>
<td>8.5 x 5</td>
</tr>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>384,384</td>
<td>Good</td>
<td>1987_1993</td>
<td>8.5 x 4</td>
</tr>
<tr>
<td>1</td>
<td>Paper</td>
<td>Birth Certificate</td>
<td>@ 1 Double Sided</td>
<td>828,648</td>
<td>Good</td>
<td>1994_2008</td>
<td>8.5 x 5</td>
</tr>
<tr>
<td>2</td>
<td>Paper</td>
<td>Birth Affidavit/Attachment</td>
<td>@ 3 Single Sided pages</td>
<td>140,316</td>
<td>Good/Fair</td>
<td>PRIOR _1979</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>2</td>
<td>Paper</td>
<td>Birth Affidavit/Attachment</td>
<td>@ 3 Single Sided pages</td>
<td>31,299</td>
<td>Good</td>
<td>1980_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>@ 1 Double Sided</td>
<td>34,942</td>
<td>Good</td>
<td>1889_1919</td>
<td>8.5 x 7</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>@ 1 Double Sided</td>
<td>12,164</td>
<td>Good</td>
<td>1920_1942</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>@ 1 Double Sided</td>
<td>745,308</td>
<td>Good</td>
<td>1920_1977</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>@ 1 Double Sided</td>
<td>211,926</td>
<td>Good</td>
<td>1978_1988</td>
<td>8.5 x 8</td>
</tr>
<tr>
<td>3</td>
<td>Paper</td>
<td>Death Certificate</td>
<td>@ 1 Double Sided</td>
<td>710,750</td>
<td>Good</td>
<td>1989_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>4</td>
<td>Paper</td>
<td>Death Affidavit/Attachment</td>
<td>@ 3 Single Sided pages</td>
<td>10,155</td>
<td>Good/Fair</td>
<td>Prior_1979</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>4</td>
<td>Paper</td>
<td>Death Affidavit/Attachment</td>
<td>@ 3 Single Sided pages</td>
<td>28,155</td>
<td>Good</td>
<td>1980_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td></td>
<td>Paper</td>
<td>Document Description</td>
<td>Pages</td>
<td>Size</td>
<td>Year/Range</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------</td>
<td>----------------------</td>
<td>------</td>
<td>------</td>
<td>-------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Paper</td>
<td>Delayed Birth/Home Birth Registration</td>
<td>@ 4 Single Sided pages</td>
<td>36,000</td>
<td>Good</td>
<td>1900_1979</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>5</td>
<td>Paper</td>
<td>Delayed Birth/Home Birth Registration</td>
<td>@ 4 Single Sided pages</td>
<td>29,876</td>
<td>Good</td>
<td>1900_1979</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>5</td>
<td>Paper</td>
<td>Delayed Birth/Home Birth Registration</td>
<td>@ 4 Single Sided pages</td>
<td>11,864</td>
<td>Good</td>
<td>1980_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>6</td>
<td>Paper</td>
<td>Affidavit Marital Status &amp; Filing Data</td>
<td>@ 4 Single Sided pages</td>
<td>4,500</td>
<td>Good/Fair</td>
<td>2003_2011</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>7</td>
<td>Paper</td>
<td>Court Order Amendments (not attached)</td>
<td>@ 4 Single Sided pages</td>
<td>13,300</td>
<td>Good</td>
<td>1984_2019</td>
<td>Various</td>
</tr>
<tr>
<td>8</td>
<td>Paper</td>
<td>Putative Father Registry Inclusion</td>
<td>@ 2 Single Sided pages</td>
<td>5,000</td>
<td>Good</td>
<td>1994_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>9</td>
<td>Paper</td>
<td>Still Birth Certificate</td>
<td>@ 1 Double Sided pages</td>
<td>12,000</td>
<td>Good</td>
<td>Prior_1980</td>
<td>8 x 6.5</td>
</tr>
<tr>
<td>10</td>
<td>Paper</td>
<td>Index Death Certificate</td>
<td>@ 1 Single Sided pages</td>
<td>17,500</td>
<td>Good/Fair</td>
<td>Prior_1980</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>11</td>
<td>Paper</td>
<td>Acknowledgement of Paternity Affidavit</td>
<td>@ 4 Single Sided pages</td>
<td>850,000</td>
<td>Good</td>
<td>1999_2000</td>
<td>8.5 x 14</td>
</tr>
<tr>
<td>11</td>
<td>Paper</td>
<td>Acknowledgement of Paternity Affidavit</td>
<td>@ 4 Single Sided pages</td>
<td>1,005,000</td>
<td>Good</td>
<td>2001_2019</td>
<td>8.5 x 11</td>
</tr>
<tr>
<td>12</td>
<td>Paper</td>
<td>NM Adoption</td>
<td>@ 4 Single Sided pages</td>
<td>156,360</td>
<td>Good</td>
<td>Prior_2019</td>
<td>8.5 x 8</td>
</tr>
<tr>
<td>13</td>
<td>Paper</td>
<td>Foreign Born Adoption</td>
<td>@ 4 Single Sided pages</td>
<td>2,320</td>
<td>Good</td>
<td>2009_2019</td>
<td>8.5 x 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>8,121,105</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table 3 – Document Characteristics**: Provides VR assessment of various other document characteristics that are relatively typical of all of the book contents:

<table>
<thead>
<tr>
<th>Document Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stapled /Taped</td>
</tr>
<tr>
<td>Various Sizes</td>
</tr>
<tr>
<td>@ 1 Single Sided</td>
</tr>
<tr>
<td>@ Double Sided</td>
</tr>
<tr>
<td>@ 3 Single Sided pages</td>
</tr>
<tr>
<td>@ 4 pages Single Sided</td>
</tr>
</tbody>
</table>

**Document Scanning and Indexing**

See Appendix P for three spreadsheets containing index values.

**Back File Conversion.**

**Imaging Conversion and Index Generation.**
Location of Scanning & Indexing Operations. Due to an acute concern regarding the possible loss of even one certificate from VR files, all scanning must be done where the records are stored at the VR-supplied office space located at 1105 S. St. Francis Drive, Santa Fe, NM 87505. Indexing of records will be done in New Mexico.

Document Conversion Procedures and Processes. The Contractor is responsible for taking the books from the shelving units, inventorying the documents within each book to account for the proper amount of pages, creating “slip tags” for those certificates that have been cut out from a book, disassembling the book, preparing the documents, batching, scanning, indexing, and re-filing the documents onto the shelves in the safety vault. The Contractor is responsible for performing all activities necessary to produce scanned document images stored at 300 dpi in TIFF 6.0 (compressed using Group 4 compression) format.  

The Contractor is responsible for inventorying and returning all documents and books to the appropriate shelving units.

The Contractor’s staff must take possession of the documents and books and is responsible for document preparation prior to scanning and indexing. Document preparation includes, at a minimum, the following tasks:

- Removal of documents and certificates from book binders.
- Bursting of attached forms (affidavits, supplements, etc.) that are stapled or taped onto documents into individual pages.
- Sorting and grouping of documents in batches by book, SFN or selected fields, category and/or document type, if appropriate.
- Maintain the existing time-ordered sequence for documents scanned so that during retrieval, sorting of the scanned documents on the scanned date/time index field will result in a presentation order similar to what is available in the book today.
- Copying documents as needed prior to scanning to improve clarity of the scanned image including slip tags of various sizes.
- Special preparation of small attachments or documents in poor condition to ensure quality of the scanned image.

In the delivered digital document image, the top of the original document or page must appear at the top of the display screen. VR requires presentation of the entire original sheet or page. In no event may the actual document be cropped. In addition, images must not be skewed.

It will also be required to be able to scan a document in two or more zones and identify it with external parameters. These zones will be integrated with the IDM solution to restrict access to confidential information. For example, a 2003 birth certificate is split into
confidential medical information (bottom two-thirds of the certificate) and public
demographic information (top one-third of the certificate).

The Contractor must maintain a scanning log that includes, at a minimum, the date and
general description of the material scanned, as well as noting exceptions, problems,
irregularities, and anomalies. The log must also include the identification of the scanning
operator and the particular scanning equipment used. The scanning log may be in
(preferably) machine-readable or paper form. If a machine-readable log is proposed, it must
be in commonly used software (e.g., MS Word 2017, MS Excel 2017, MS Access 2017, etc.)
format and delivered as a comma delimited ASCII file. A web-based application via
SharePoint or other tracking applications are also welcome. The State will actively consult
this log during the quality review of the materials delivered by the Contractor and during
“emergency” retrievals of documents.

When delivered by the Contractor, the sets of images and indexes must also be coherently
and logically named and/or numbered, placed in delivery directories and/or files, and
accompanied by a carefully maintained scanning log, printed directory list, and proof of
internal quality assurance by Contractor staff. Each shipment of digital images delivered to
the State must include an itemized packing list or manifest.

The Contractor must guarantee an accuracy rate of 99.5% for all documents scanned, imaged,
and indexed, except for those specifications or image attributes requiring 100% accuracy.
The Contractor must not fail to capture images completely, or to miss images, duplicate
images, have images out of order, or insert blank pages. For example, a batch of images will
be rejected if, in a random sample lot size of 200 images, more than one image is found to be
missing, duplicated, illegible, or otherwise defective.

Examples of items required to be 99.5% accurate include:
- File and image characteristics: level of compression and image size
- Image quality: blurred or indistinct image, loss of distinct features or lines,
incomplete capture of page content, skewing, failure to apply treatment to printed
halftones. The Contractor must provide a Best Available Image (BAI) list to indicate
to VR that images of questionable quality are taken from originals of questionable
quality
- Accuracy of indexed data.

Examples of items required to be 100% accurate include:
- Content of file headers and tags
- File format (single-page TIFF 6.0)
- Compression algorithm (CCITT, Group 4)
- Resolution (300 dpi)

These quality and accuracy percentages of the delivered scanned images and indexes are vital
to VR’s acceptance of work performed by the Contractor. If VR determines that document
images or indexes are incorrect or that images are of poor quality resulting in failure to meet
the established 99.5% accuracy rating, the Contractor must provide corrective action to reproduce accurate images and indexes for the records in error at no additional cost to VR.

Availability of documents to VR staff for conducting business activities is critical. Therefore, documents checked out to the Contractor must be processed and returned to VR along with the corresponding images and index data within five business days or less.

Due to the content of the documents, any lapse or mismanagement of the documents could lead to serious consequences.

**Batching Documents.** After a book has been scanned, the Contractor must attach a batch cover sheet. The batch cover sheet at a minimum will contain the following information:

- The number of documents and pages contained in the batch;
- The batch number; and
- The date the batch was scanned.

Information contained on the batch cover sheet should be recorded in the “Letter of Authenticity” (see below) along with the scanner’s name. After four different members’/beneficiaries’/refunded members’ folders have been scanned, they must be grouped and placed in a manila folder. A letter of authenticity must be completed and attached to the top of the manila folder. The letter of authenticity certifies that the documents contained in the batches are the true and exact copies of original documents, that each batch has been verified for quality assurance, and that each document contained in the batches has been imaged and checked for image clarity and legibility. Information contained in the letter of authenticity at minimum will include the following:

- The batch numbers of the batches contained in the envelope;
- The name of the person who scanned the batches; and
- The date the batches were scanned.

When indexing has been completed, the name and date of the indexer must also be recorded on the letter of authenticity.

Before the scanned documents are boxed for document storage, an DOH/VR supervisor must certify that all steps have been completed and that the letter of authenticity has been properly completed. The VR supervisor places a signature and date on the form certifying that the batches are complete and properly documented.

Once documents have been scanned and indexed, batches will be boxed in batch number order. The batch numbers contained in the box will be written on the outside of the boxes. If a particular batch must be located for retrieval of an original document, it can be located by referring to the Box Inventory log spreadsheet (VR will record and maintain this data via either a spreadsheet or database tool). The Box Inventory log will identify the box number, date sealed, the batch numbers included in the box, and where the box is located (on-site or off-site). To locate an original document an individual will locate the document by the batch and box number.
Relationship of Document Names and Document Types. Each book (volume) of certificates contains 250 or 500 certificates along with additional types of documents (medical supplements, affidavits, amendments, etc.) that may alter the original information. These additional documents must be indexed appropriately by creating an index layer, or versioning. Some certificates may have two, three, or even four attachments on file changing the original document. The Contractor must ensure the latest version is shown as the most current index information for each certificate.

Attachments to the documents are stapled or taped to the certificate or inserted within the book next to that document. It is important that VR does not lose the sequencing of these changes as the back-file conversion proceeds. That is the purpose of the Indexed Date index being defined to the degree of precision requested above. A sort on this index field must be capable of sorting the documents into an approximation of the current document sequence within that person’s certificate entry.

IDM/CSP Environment. The Contractor must provide images and indexes in a format that can be imported without additional conversion or manipulation into the IDM solution. The Contractor must provide the images and associated indexes in a format that will allow for them to be easily loaded into the IDM solution in a batch mode at least daily.

Load Converted Images to IDM/CSP. The Contractor must load the converted document images and indexes into the IDM solution.

Day-Forward Processing & Strategy. A key criterion for success of this effort is not only the actual image back file conversion effort, but the on-going day-forward aspect with respect to new, incoming documents that are received by VR once back file conversion of files has commenced. The IDM solution integrator is responsible for development of the day-forward strategy. The Contractor must adapt to the day-forward strategy developed by the IDM integrator. The Contractor should be aware that on day -1 (i.e., the day before the conversion begins), when new documents are received into VR, the majority of the books and certificates to be used for reference would still be available for end-users in the VR vault (i.e., the Contractor hasn’t taken the book to be converted). However, as the conversion work is completed and accepted, more and more book volumes will become unavailable and the certificate images will be viewed online via the IDM solution.

Quality Assurance for Converted Images & Indexes. The Contractor must inspect the accuracy of filenames and directories for all digital images, index data, and associated files produced under this Contract. The Contract must conduct continuous inspection of hardware, software, and scanning activities to ensure that all appropriate quality and accuracy requirements of the scanning and indexing of documents are met. The Contractor must perform sufficient image inspection to ensure that the delivery of images and indexes to VR meet the acceptance criteria discussed below.
The Contractor must ensure that image quality meets the following acceptance criteria:

- Complete page content has been captured;
- Images are not skewed, speckled, blurred or indistinct;
- Correct treatment has been applied to printed halftones;
- Images of colored originals (including highlighter marks on white originals) are fully legible; and
- Image size, position, level of compression, page orientation, and image resolution are correct.

In addition to ensuring that the complete page content has been captured, the Contractor must ensure that the complete source document has been scanned according to instructions provided, and that special instructions relating to specific materials have been followed. This includes ensuring that:

- Images and indexes are produced correctly for every required page and that no pages are missing;
- Page images have not been duplicated during the scanning process; and
- Page images are numbered and delivered in the order they appear in the book volume unless otherwise instructed.

The Contractor must document all quality control activities, including actions taken to correct any problems, and submit a quality assurance/quality control report along with (or as a part of) the scanning log with each delivery of converted images and associated indexes to VR.

**Phase 2:**

- Installation of the Contractor’s temporary imaging and document capture solution.
- Delivery and acceptance of an updated Phase 2 Work Plan.
- This phase must be completed within 45 days of Contract award. This phase will be evaluated as the Proof of Concept phase. No work is to commence on this phase until an updated Work Plan has been submitted to and approved by the State.
- The scanning, document imaging, indexing, and QA of the converted images.
- Transfer of images to the IDM solution for retrieval and viewing by VR staff for QA and acceptance purposes.
- No imaging/indexing is to commence on this phase until the State has received, reviewed, and approved the refinement of written procedures for all manual processes from pulling, picking, inventorying, and packing, through receipt and quality assurance. These procedures are to include a list of all document types and names.
- The State reserves the right to terminate the Work at the end of the 1% document conversion phase or extend the duration of this phase to allow for remediation at its sole discretion at no additional cost to the State.
- Upon final acceptance of the refined approach, processes, and procedures implemented in Phase 1 and acceptance of the related Deliverables, the State will make a final determination of whether to move forward with Phase 3.

**Phase 3:**
• This phase of the Work includes completing the remaining back file conversion of paper documents and certificates.

• This phase will be initiated only on completion of the 1% Document Conversion, “refining” of the activities and updating the Work Plan for Phase 2. No work may commence on this phase until an updated detailed Work Plan has been submitted to and approved by VR.

• No imaging/indexing is to commence until the State has received, reviewed, and approved the written activities for specific documents for all manual processes from pulling, picking, and packing, through receipt and quality assurance of a random sample of images, including an updated list of all document types and names.

Both Phase 2 and Phase 3 will include the following:

• The Contractor must systematically take books/documents from the various shelving units in the VR offices, logging each book or document so that its whereabouts is always known. The Contractor must then transport the book or document to the on-site scanning location, prepare the documents, account for all paperwork, and create the images and index key information.

• The safety and security of the documents must be a high priority throughout the Work. The Contractor will internally quality assure the scanning, document imaging and indexing activities. The Contractor will then deliver the images and files containing indexes and keys, along with a manifest of the documents and the required control sheet, to VR for QA and acceptance and return source documents to VR vault and re-file them. Proof of the Contractor’s internal quality assurance of batches will be provided to VR via the quality assurance/quality control report.

• The Contractor must load the converted images and their indexes into the IDM solution where they will be viewed and accepted or rejected by VR QA staff. The IDM solution will be used for the storage of all day-forward scanned images. The Contractor is responsible for the successful loading of this information, and for guaranteeing that this information can be retrieved. It is expected that the Contractor will convey to VR any technical concerns or shortcomings so that VR and technical staff have adequate time to respond to the concerns if required.

**Staffing Requirements.** The Contractor must provide one fulltime Contract (Project) Manager and one fulltime Quality Assurance Manager for the Work. This Contract Manager and Quality Assurance Manager must work on-site at the identified DOH and VR locations and facilities.

The Contractor must employ the proposed Contract Manager and Quality Assurance Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Contractor’s full-time regular employees must perform at least 50% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to meet the remaining 50% of the effort.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements and complete all Work milestones and Deliverables as provided in the Work Plan.
The selected Contractor’s responsibilities will include:

- Scanning of all birth and death back file documents and certificates.
- Indexing and QA of all converted documents.
- Refinement and implementation of processes and procedures manuals addressing:
  - Back file conversion effort;
  - Document inventory of the handling and retrieval process, including if the documents are required for a business function while in the imaging process, and
  - Restoration of a filing system so the hard copy document (certificate plus any attachments) that already has been imaged is available for search and retrieval. This must comply with archival standards.
- Temporarily (until acceptance of all converted images) provide all software and hardware (image servers, including unattended backup and restore capabilities) to support document scan, imaging and indexing processes and VR QA and verification process of converted images, storage and retrieval.

**Work Plan.** The Contractor must provide back file conversion project management services as an integral part of the Work. To ensure complete success, VR requires that the Contractor provide and maintain a Work Plan throughout the Work. The Contractor must update the Work Plan submitted with its Proposal (see Attachment Two) and submit a detailed Work Plan, in electronic (Microsoft Project 2017, Smartsheet or similar) and paper form, to the Contract Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Contractor must:

- Formally update the Work Plan, including the Work schedule, and provide the updated Work Plan as part of its weekly and monthly reporting requirements during the Work; and
- Ensure the Work Plan allows adequate time for the State to review, comment on, and approve all Deliverables, including plans and other documents.

To support its project management responsibilities, the Contractor must provide and maintain a detailed Work Plan. The Work Plan must address the following:

- An implementation schedule that identifies time frames for delivery of services to be provided based on this two-phase approach. The implementation schedule must reflect the priority of work established by document categories and conversion order as identified in this RFP and the Contractor’s Proposal.
- Measurable Deliverables and milestones to be achieved over the life of the Work.
- A quality assurance/quality control plan.
- Structure of weekly status meetings and progress/issue reports

No imaging or indexing activities pertaining to Phase 3 will start until Phase 2 has been accepted by VR and the Phase 2 Work Plan activities have been updated and completed by the Contractor and reviewed and accepted by VR.

The back-file conversion services project has two phases, and the following must be included in each phase.
The Contractor must provide a detailed Work Plan for document conversion and quality assurance and deliver and implement a temporary imaging system.

The Contractor’s detailed Work Plan must include the following:
- Definition of all roles and responsibilities;
- Description of all steps to be followed;
- Flowcharts and narratives of all processes;
- Submission of a complete and detailed Work Plan to VR for review and acceptance;
- Delivery of all tools, checklists, and reports so that VR can track the status of folders at various phases (e.g., pulled, in transit, in scanning, in indexing, optical media returned to VR, QA, etc.);
- Finalize the document index structures with VR and the IDM solution integrator before the start of the back-file conversion services;
- Structure of weekly status meetings and progress/issue reports;
- A detailed quality assurance plan;
- A detailed communication plan;
- Transfer of images and indexes to DOH servers on a minimum weekly basis; and
- Refinement of all back-file processes and procedures that VR and the Contractor will use to accomplish the 1% document conversion.

No imaging or indexing activities will start for each Phase until its Work Plan has been reviewed and accepted by VR.

The Contractor must provide to VR five copies of the Work Plan and two sets of diskettes, CDs, or DVDs that contain the MS Word 2003 documents and MS Excel 2003 spreadsheets that comprise the methodology.

**VR, at its sole discretion and with no further or additional cost, will have the option to continue to Phase 2 at the agreed upon price or terminate the effort at the end of Phase 1.**

A preliminary schedule must be provided as described above, which is based on the Contractor’s proposed Work Plan and priorities established in the RFP. The Contractor will be required to maintain/update the Work Plan as necessary throughout the conversion services Work.

The Work Plan must allow at least ten business days for State staff to review all Deliverables and 15 business days for lengthy or complex Deliverables, as the parties agree. (See Attachment Two for components of the Work Plan.)

**Meeting Attendance and Reporting Requirements.** The Contractor must continually apprise VR of the status of the back-file conversion services and Work. The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:
• Immediate Reporting - The Contract Manager or a designee must immediately report any staffing changes for the Work to the Contract Representative (see: Attachment Three: Part Two: Replacement Personnel).

• Attend Weekly Status Meetings - The Contract Manager and other Work team members must attend weekly status meetings with the Contract Representative and other people deemed necessary to discuss Work issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.

• Provide Weekly Status Reports - The Contractor must provide written status reports to the Contract Representative at least one full business day before each weekly status meeting.

• At a minimum, weekly status reports must contain the items identified below:
  o Progress and achievements during the reporting period;
  o Progress and achievements expected for the next reporting period;
  o Reconciliation of progress during the reporting period with expected progress per the previous period’s status report;
  o Any potential problems experienced during the reporting period and the steps taken/recommendations proposed for resolving them;
  o Any problems anticipated during the next reporting period;
  o Updated GANTT chart, along with a copy of the corresponding Work Plan files (i.e., Microsoft Project files) on electronic media acceptable to the State;
  o Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
  o Issues encountered, proposed resolutions, and actual resolutions;
  o The results of any tests;
  o A Problem Tracking Report must be attached;
  o Anticipated tasks to be completed in the next week;
  o Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
  o Proposed changes to the Work schedule, if any;
  o Identification of Contractor staff assigned to specific activities;
  o Planned absence of Contractor staff and their expected return date;
  o Modification of any known staffing changes; and
  o System integration activities.

The Contractor's proposed format and level of detail for the status report is subject to the State’s approval.

• Prepare Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the Contract Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  o A description of the overall completion status of the Work in terms of the approved Work Plan schedule;
  o Updated Work schedule;
  o The plans for activities scheduled for the next month;
  o The status of all Deliverables, with percentage of completion;
  o Time ahead or behind schedule for applicable tasks;
A risk analysis of actual and perceived problems;
Testing status and test results; and
Strategic changes to the Work Plan, if any.

The weekly and monthly reports must cover activity through the close of business on the Friday ending the reporting period and delivered to VR no later than the close of business the following business day via e-mail. All activity identified in the status report must tie into specific references (e.g., tasks or Work Breakdown Structure entries) within the Work Plan.

The status reports must provide a narrative that summarizes key events or activities, noting special problems or difficulties encountered, and addressing proposed methods for correction of such problems as the Work continues. The reports must indicate the agreed-upon Work Plan schedule, progress relative to the schedule, and must clearly state any deviations from the schedule with accompanying explanations. The reports must note changes in equipment or procedure and provide statistics that indicate the accomplishments of the period described. Performance metrics must be included in both statistical and graphical form for both current and phase-to-date activities. Information such as, but not limited to, the following is to be reported:

- Number of images scanned, indexed, QA’d – project to date and this period;
- Number of scan batches completed – project to date and this period;
- Number of rejected images – project to date and this period;
- Number of reworked images – project to date and this period; and
- Number of scanned images waiting indexing – project to date and this period.

Develop, Submit, and Update High-Level Plans. As part of the Work, the Contractor must develop a high-level Work management plan (Work Plan). The Contractor also must update the Work Plan with more detail throughout subsequent Work phases to address, at a minimum, the following subjects:

- Scope,
- Time,
- Quality,
- Staffing,
- Communications,
- Risk, and
- Procurement.

The Contractor must develop and maintain the Work Plan from information that the Contractor’s and the State’s personnel provide. State personnel assigned to the Work will have varying percentages of their time to devote to the Work, and the Contractor must consider their time commitments to the Work in creating the Work schedule and when obtaining information from State staff to create the above plans.

State Resources. VR will provide the following resources to the Contractor in support of the back-file conversion Work:

- A Contract Representative for coordinating with VR management for staff availability. The Contract Representative will also have quality assurance responsibilities on behalf of VR. The Contract Representative will monitor back file conversion processes to ensure
accuracy and quality control. The Contract Representative will have the authority to recommend and implement changes to procedures and operational activities based upon the results of the monitoring process, and answer questions from the Contractor during the life of the Work.

- Up to four internal VR Quality Assurance Technicians (dedicated full time) will be provided to perform quality assurance and verification of scanned images and indexes. The QA Technicians will also assist Contractor staff in resolving quality issues after the Contractor has performed its internal quality assurance process and before VR accepts batches.
- VR will supply up to five workstations for use by VR staff for the internal QA of converted images and indexes. The Contractor will be responsible for specifying the minimum hardware configurations recommended for the VR-supplied QA workstations as well as ensuring that the workstations are equipped with all necessary software (as well as written procedures) such that VR staff can review and QA document images and indexes delivered for acceptance.
- VR will provide a facility for the Contractor to use. Space for up to three scan stations will be provided at Vital Records Office. Indexing is anticipated to be completed by the Contractor’s Work staff at the DOH office located at Vital Records Office. VR provided QA staff may be co-located with Contractor’s staff.

**QA Conducted by VR.** The Contractor will be held to specific performance review criteria over the life of the Work to ensure that Work Deliverables, as outlined in the RFP and attested to in the offeror’s Proposal, are being met. Review of Work Deliverables as identified in the Work Plan will occur at intervals agreed upon by both the designated VR Contract Representative and the Contractor. The QA review criteria will be based on the following five (5) factors:

1. Overall accuracy.
2. Skillfully handling historic documents.
3. Speed of operation.
4. Ease of tracking documents.
5. Quality of image scanned.

Incomplete or missed Work Deliverables as specified in the Proposal and illustrated in the Work Plan without prior notification to an agreement by the designated VR Contract Representative will result in remedial action that may include but is not limited to:

1. Adjustment of overall Work cost basis.
2. Re-engineering of solution to correct inconsistencies by Contractor at the Contractor’s cost.

VR must be able to assure the confidentiality of its records. In the event that the offeror is selected to perform the back-file conversion services, all Contractor and subcontractor identified project staff assigned to the Work in any capacity will be required to execute an Agreement of Confidentiality in order to participate in the Work (see Supplement Four).

**Inspection and Acceptance.** VR may inspect the Contractor VR-provided operating facilities during the actual production of images and indexing data, including work and storage areas.
Work Hours and Conditions. The Contractor must work with the State agency staff and other Contractors who may be involved in the IDM solution. Normal working hours are 8:00 a.m. to 5:00 p.m. with a one-hour lunch period. The Contractor must ensure that appropriate Contractor resources are available to interact with State staff and perform the Work identified in this RFP.